



County Council Meeting

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Logan Cunningham

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

www.beaufortcountysc.gov

County Council Meeting Agenda

County Council of Beaufort County

Monday, January 25, 2021 at 6:00 PM

This meeting will be held both in person at the county council chambers, 1000 Ribaut Road, Beaufort, and also virtually through Webex. Please be aware that there is limited seating available for the in-person meeting, and attendees must wear masks

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE - CHAIRMAN PASSIMENT
3. *PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT*
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES – OCTOBER 19, 2020, OCTOBER 26, 2020 (CAUCUS AND COUNCIL), AND NOVEMBER 2, 2020.
6. ADMINISTRATOR'S REPORT

CITIZEN COMMENTS

7. **CITIZENS COMMENTS** – CITIZENS MAY JOIN VIA WEBEX USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number: 179 462 2259

Password: BC123

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

PROCLAMATIONS AND PRESENTATIONS

8. RECOGNITION OF WILLIAM BRUGGERMAN
 9. BMH PRESENTATION BY RUSSELL BAXLEY AND DR. KURT GAMBLA
-

COMMITTEE REPORTS

10. LIAISON AND COMMITTEE REPORTS
-

CONSENT AGENDA

11. CONSENT AGENDA (PAGE 3)

PUBLIC HEARINGS AND ACTION ITEMS

- [12.](#) RESOLUTION AUTHORIZING ADMINISTRATOR TO RETAIN PARLIAMENTARY COUNSEL
- [13.](#) FIRST READING OF AN ORDINANCE FOR 2021 AWARDS FOR STATE ACCOMMODATION TAX
- [14.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT TO BJWSA ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AT 88 SHANKLIN ROAD, SOUTH CAROLINA
- [15.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE FOR A STATE ACCOMMODATIONS TAX BUDGET AMENDMENT
- [16.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO ISSUE A TAX ANTICIPATION NOTE (TAN) DUE TO A DELAY OF TAX COLLECTIONS
- [17.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE REPEALING AND REPLACING BEAUFORT COUNTY ORDINANCE 2020/36 REGARDING NOISE
- [18.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE CONVEYANCE OF R510 008 000 0370 0000 AND R510 008 000 0160 0000 TO THE TOWN OF HILTON HEAD AS PART OF THE "SUMMIT DRIVE REALIGNMENT PROJECT"

CITIZEN COMMENTS

- 19. CITIZEN COMMENTS – (see above instructions)
- 20. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Executive Committee

- [1.](#) SECOND READING OF AN ORDINANCE TO ENTER INTO A LEASE AGREEMENT WITH THE TOWN OF PORT ROYAL FOR MAINTENANCE OF FORT FREDERICK HERITAGE PRESERVE
- [2.](#) SECOND READING OF AN ORDINANCE AND DOCUMENTS FOR THE SETTLEMENT OF LITIGATION WITH WHITEHALL HOLDINGS, LLC REGARDING THE RESIDENTIAL AND COMMERCIAL DEVELOPMENT KNOWN AS "WHITEHALL" IN THE CITY OF BEAUFORT

Items Originating from the Finance Committee

- [3.](#) FIRST READING OF AN ORDINANCE FOR A REFUNDING OF BONDS
- [4.](#) RESOLUTION ON LOCAL ACCOMMODATIONS TAX AND HOSPITALITY TAX
- [5.](#) CONSIDERATION OF REAPPOINTMENT FOR IAN SCOTT (2ND TERM) AND THOMAS SHEAHAN (2ND TERM) TO THE AIRPORTS BOARD EFFECTIVE 2/2021
- [6.](#) CONSIDERATION OF THE APPOINTMENT OF STEVEN GREEN TO ACCOMODATIONS TAX (2% STATE) BOARD (1ST TERM)

Items Originating from the Public Facilities Committee

- [7.](#) RECOMMENDATION OF AWARD FOR IFB#120320E BLUFFTON LIBRARY INTERIOR RENOVATION
- [8.](#) RECOMMENDATION OF AWARD FOR RFQ#092320TE US 21 CORRIDOR DESIGN AND ENGINEERING SERVICES
- [9.](#) CONSIDERATION OF THE APPOINTMENT OF BRIAN WATKINS TO THE STORMWATER UTILITY BOARD (1ST TERM)

END OF CONSENT AGENDA



**County Council of
Beaufort County
Special Called Meeting
of County Council**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Michael E. Covert

Gerald Dawson

Brian E. Flewelling

York Glover, SR.

Chris Hervochon

Alice G. Howard

Mark Lawson

Lawrence P. McElynn

Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex

100 Ribaut Road

Contact

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

(843) 255-2180

County Council Agenda

County Council of Beaufort County

Monday, October 19, 2020 at 4:00 PM

OR IMMEDIATELY FOLLOWING THE PUBLIC FACILITIES MEETING.

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05]

THIS MEETING WILL CLOSED TO THE PUBLIC. CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING VIA EMAIL TO THE CLERK TO COUNCIL AT SBROCK@BCGOV.NET OR PO DRAWER 1228, BEAUFORT SC 29901. CITIZENS MAY ALSO COMMENT DURING THE MEETING THROUGH FACEBOOK LIVE

PRESENT

Chairman Passiment

Vice Chairman Sommerville

Council Member Hervochon

Council Member Flewelling

Council Member Covert

Council Member Dawson

Council Member Rodman

Council Member Glover

Council Member Howard

Council Member McElynn

Council Member Lawson

CALL TO ORDER

Chairman Passiment called the meeting to order at 4:30 PM.

PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance.

FOIA

Chairman Passiment noted that the Public Notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion to Amend: It was moved by Council Member Rodman, seconded by Council Member Flewelling to amend agenda to go into executive session prior to citizen comments to discuss investigative proceedings regarding allegations of criminal conduct, to discuss matters related to an employee regulated by council and for receipt of legal advise where legal advice relates to a pending, threatened, or potential claim for other matters covered by an attorney client privilege. The motion to amend was approved without objection.

Motion to Amend: It was moved by Council Member Flewelling, seconded by Council Member Howard to amend agenda to add county purchased property project 2020A to add \$12,500 to budget to a previously approved purchase in partnership with the department of defense to be added as a action item. The motion to amend was approved without objection.

Motion to Amend: It was moved by Council Member Hervochon, seconded by Council Member Covert to amend agenda to move items item# 9. Under SC code section 30-4-70(a)(1) discussion of matters related to an employee regulated by county council and item# 10. Matters Arising Out of the Executive Session to a socially distanced in person special meeting of County Council with both in-person public comment and dialog Voting Yea: Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Flewelling. Voting Nay: Chairman Passiment, Vice Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson. The Vote 4: 7. The motion to amend was defeated.

Motion: It was moved by Council Member Covert, seconded by Council Member Hervochon to appeal the decision made by the chair to have item #6 Motion to Renew Emergency Ordinance 2020/3 on the agenda. Motion is withdrawn.

Motion: It was moved by Council Member Rodman, seconded by McElynn to approve agenda as amended. The motion is approved without objection.

Motion: It was moved by Vice-Chair Sommerville, seconded by Council Member Rodman to go into Executive Session. The motion is approved without objection.

Matters arising out of Executive Session

Motion: It was moved by Council Member Howard, seconded by to accept the resignation of County Administrator Ashley Jacobs effective immediately. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling. Voting Nay: Council Member Glover. Voting Abstaining: Council Member Covert, Council Member Hervochon. The vote 8:1:2. The motion was approved.

CITIZEN COMMENTS

(EVERY MEMBER OF THE PUBLIC WHO IS RECOGNIZED TO SPEAK SHALL LIMIT COMMENTS TO THREE MINUTES) CITIZEN COMMENTS AND PUBLIC HEARING COMMENTS WILL BE ACCEPTED IN WRITING AT PO DRAWER 1228, BEAUFORT SC 29901 OR BY WAY OF OUR PUBLIC COMMENT FORM AVAILABLE ONLINE AT BEAUFORTCOUNTYSC.GOV.

Dr. Frank Brown: commented regarding the mask ordinance.

Lynn Allen: commented regarding the mask ordinance.

Aaron Hall: commented regarding the mask ordinance.

Heather Bragg: commented regarding Administrator Ashley Jacobs.

Cusack: commented regarding the mask ordinance.

Chad Nobles: commented regarding the mask ordinance.

Melissa Cooney: commented regarding the mask ordinance.

Chris Bruckner: commented regarding the mask ordinance.

ACTION ITEMS

Motion to renew Emergency Ordinance 2020/03

Council Member Rodman asked how long will the emergency ordinance last.

Chairman Passiment stated that it will last for 60 days and will expire on the 61st day per the rules and procedures.

Council Member Flewelling stated that the council can make it shorter than 60 days, just not longer than 61 days.

Kurt Taylor stated that he agreed the ordinance can not be longer than 60 days but can be shorter than that timeframe.

Motion to Amend: It was moved by Council Member Dawson, seconded by Council Member Rodman to amend ordinance Item#3 remove All such businesses must provide face coverings or materials for the making of such face coverings for their employees. Such coverings or materials may be made available staff-wide or individually upon employee request so long as the result is the organization-wide use of face coverings, remove item#9 Child care facilities, schools, persons receiving medical treatment, persons actively swimming in an indoor swimming pool. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson. Voting Nay: Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Flewelling. The vote 7:4. The motion to amend is approved.

Council Member Flewelling spoke regarding the amendments to the ordinances and that they are to have super a majority vote. In the Rules and Procedures; chapter 2 #5 voting, it states that A majority of council members will decide to select its nominee unless a greater number of affirmative votes is necessary under the temple and ordinance that's regarding nominations for commission assignments. This is in Roberts Rules of Order.

Council Member Covert stated that the Emergency Ordinances is listed under state code 4-9-1-30.

Chairman Passiment replied that an Emergency Ordinance requires a 2/3 vote however that does not apply to amendments.

Council Member Hervochon recommended that Council go into recess to discuss further.

Vice Chairman Sommerville stated that the chairman has a right to agree with the recommendation by the Parliamentarian and if council does not like the Chairman's call that would require a 2/3 vote.

Council Member Flewelling stated that he agrees with that statement.

Chairman Passiment stated that he believes the motion to amend was correct by majority vote. If someone wishes to challenge.

Motion to Amend: It was moved by Council Member Flewelling, seconded by Council Member Covert to overrule the chair. Voting Yea: Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Flewelling. Voting Nay: Chairman Passiment, Vice Chairman Sommerville, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson. The vote is 4:7. The motion was defeated.

Motion: It was moved by Council Member Dawson, seconded by Vice Chairman Sommerville to approve renew Emergency Ordinance. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson. Voting Nay: Council Member Covert, Council Member Hervochon, Council Member Flewelling. The vote is 8:3. The motion is approved.

AN ORDINANCE TO REQUIRE INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN CIRCUMSTANCES AND LOCATIONS IN THE LIMITS OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

Council Member Covert asked if the ordinance had an end date.

Chairman Passiment stated there is no end date however, this allows the council to take action or modify for future usage.

Council Member Covert asked if that can this be used anytime.

Chairman Passiment replied that if another pandemic comes and there is an emergency this would be able to be used.

Council Member Rodman mentioned that there is a better way to do things instead of continuously extending the mask ordinance.

Council Member Hervochon read a statement concerning the mask ordinance.

Council Member Dawson stated that he agrees with the ordinance.

Council Member Hervochon read from the New England Journal of Medicine, The Lancet, The CDC, SCDHEC, and a citizen's comment concerning the wearing of masks and the ordinance.

Motion: It was moved by Council Member McElynn, seconded by Council Member Glover to approve first reading of ordinance to require individuals to wear face covering in certain circumstances and locations in the limits of the county of Beaufort, South Carolina, and providing for severability and an effective date. Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Glover, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn. Voting Nay: Council Member Covert, Council Member Hervochon, Council Member Flewelling. The vote is 7:3. The motion passed.

Amendment to the 2020-2021 Beaufort County Budget Ordinance

Council Member Flewelling stated that the lawsuit pending is to proceed with the lawsuit against the Auditor and the only change that should be done is to add 1 millage to collect for taxes. The rural and critical lands county purchase property should be changed to 5.2 and make the correct changes next year.

Chairman Passiment recommends changing the millage to 5.8 and mentioned that when the council proposed the budget there should have been a neutral quote but that was not done.

Council Member Flewelling stated that if there is an increase to the Rural and Critical Lands Purchase property this would make it correct.

Chairman Passiment mentioned that the Auditor determines the millage rate for the year and should that be a part of the overall budget that Council is approving or should it be the amount for operations.

Council Member Flewelling stated that the changes that is attempting to be approved is for the County to continue to sue the Auditor.

Chairman Passiment stated that Council Member Flewelling had a valid point on the amount of calculations that was approved in June.

Council Member Rodman stated that he was in favor of making sure that the paperwork matches what the bill state and that was approved by the voters.

Vice Chairman Sommerville mentioned that this amount had to come from the finance department and that it was split into quarterly payments. After which it is sent it to the Auditor's office and is confused about what happened after the Auditor received those calculations.

Council Member Flewelling stated that the Auditor was not advised of a premium that was due to the county. In which he changed the millage to 5.8 so that the balance was above zero. By him doing this it equaled to the total of that Council had authorized.

Vice Chairman Sommerville stated the Auditor does not have the authority to make that call in which determines if the millage debt had enough money.

Council Member Flewelling stated that the Auditor looked at the premium and realized there would be a negative balance in the reserve.

Council Member McElynn asked if the Council has the authority to overrule the order from the Auditor.

Kurt Taylor replied that the Auditor sets the millage however it is not a discretionary act pursuant to Supreme Court case.

Council Member McElynn asked if Council assuming that the Auditor did the mathematical calculations incorrectly and now Council is attempting to fix this mistake.

Kurt Taylor replied that the Auditor heard from Administrator Jacobs about the short fall in Revenue and that is why the calculations changed.

Administrator Jacobs stated that there was not an estimate based on 5.8 mills or 20% revenue loss. Since the Auditor changed the Millage rate based on a hypothetical does not follow the law.

Vice Chairman Sommerville stated the Auditor made the change and the Auditor has the right to set a sufficient millage.

Motion to Amend: It was moved by Council Member Flewelling, seconded by Council Member Rodman to change the total of mills to 65.2 and to change the Rural and Critical Land millage to 5.8. Voting Yea: Council Member Rodman, Council Member Flewelling. Voting Nay: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Howard, Council Member Lawson, Council Member McElynn. The motion was defeated.

Motion: It was moved by Council Member Hervochon, seconded by Council Member Glover to amend the Beaufort County 2020-2021 Budget. The motion was approved without objection.

EXECUTIVE SESSION

Add county purchased property project 2020A to add \$12,500 to budget to a previously approved purchase in partnership with the department of defense to be added as an action item.

Motion: It was moved by Council Member Flewelling, seconded by Council Member Howard to have first reading to add \$12,500 to budget to a previously approved purchase property project 2020A in partnership with the department of defense. The motion was approved without objection.

UNDER SC CODE SECTION 30-4-70(a)(1) DISCUSSION OF MATTERS RELATED TO AN EMPLOYEE REGULATED BY COUNTY COUNCIL.

Motion: It was moved by Council Member Rodman, seconded by Council Member McElynn to go into executive session. The motion was approved without objection.

MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Council Member Flewelling, seconded by Council Member McElynn to appoint Eric Greenway as the Acting County Administrator at the limits that was discussed in Executive Session. The motion was approved without objection.

Citizens Comments

Lisa Laking provided a comment about the mask ordinance.

Jeff Lagging provided a comment about the mask ordinance.

ADJOURNMENT

The meeting was adjourned 7:08 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



**County Council of
Beaufort County
Caucus**

Chairman
JOSEPH F. PASSIMENT, JR.

Vice Chairman
D. PAUL SOMMERVILLE

Council Members
MICHAEL E. COVERT
GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELYNN
STU RODMAN

Interim County Administrator
ERIC GREENWAY

Clerk to Council
SARAH W. BROCK

Administration Building
Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

County Council Caucus Minutes

Monday, October 26, 2020 at 4:30 PM

CALL TO ORDER

Chairman Passiment called the meeting to order at 4:30PM

PRESENT

Chairman Joseph F. Passiment
Vice Chairman D. Paul Sommerville
Council Member Michael Covert
Council Member Gerald Dawson
Council Member Brian Flewelling
Council Member York Glover
Council Member Stu Rodman
Council Member Chris Hervocho
Council Member Alice Howard
Council Member Mark Lawson
Council Member Lawrence McElynn

PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance.

FOIA

Chairman Passiment stated notification of this meeting had been published, posted and distributed in compliance with the South Carolina Freedom of Information Act.

Motion:

APPROVAL OF AGENDA

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member McElynn to approve the agenda. Approved without objection.

INTERIM ADMINISTRATOR UPDATE

Eric Greenway, Interim County Administrator, gave an update on County Operations and highlighted 5 employees which he plans to do during each of his Administrative Reports.

The 5 employees were:

Brittanee Fields, Engineering Department; Katie Herrera, Stormwater Department; Tanner Powell, Special Projects Engineer; Robert Bechtold, Interim Deputy County Administrator; and Sarah Brock, Clerk to Council.

DISCUSSION ITEMS

Chairman Passiment asked Council if they wanted to go ahead and approve the minutes of September 28th or wait and approve them at the next meeting since they had just been sent out.

Council Member Flewelling stated he would prefer to approve them at the next meeting therefore Council will need to amend the agenda to remove the September 28th minutes.

Chairman Passiment further stated that action item numbers 8, 9 and 10 needed to be removed from the agenda and stated he wanted to remove the mask ordinance as to allow time for council to hold a workshop for the purposes of receiving expert advice from both sides about wearing a mask. Lastly, Item number 5 verbiage needs to be changed from first reading to second reading.

Council Member Dawson stated he had some concerns regarding the convenience center guidelines about two visits per week and he has received many emails from citizens stating their opinions on the matter.

Chairman Passiment stated he would pass Council Member Dawson's concerns along.

EXECUTIVE SESSION

Motion: It was moved by Council Member Rodman, Seconded by Council Member Dawson to go into executive session. Motion passed without objection.

Executive session started at 5:07PM.

MATTERS ARISING OUT OF

There were no matters arising out of executive session.

CITIZEN COMMENTS

There were no citizen comments.

ADJOURNMENT

The meeting adjourned at 5:50PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



**County Council of
Beaufort County
County Council**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

Michael Covert
Gerald Dawson
Brian E. Flewelling
York Glover, SR.
Chris Hervocho
Alice G. Howard
Mark Lawson
Lawrence P. McElynn
Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

County Council Meeting Minutes

County Council of Beaufort County

Monday, October 26, 2020 at 6:00 PM

[This meeting was held virtually in accordance with Beaufort County Resolution 2020-05]

CALL TO ORDER

Chairman Passiment called the meeting to order at 6:00PM

PRESENT

Chairman Joseph F. Passiment
Vice Chairman D. Paul Sommerville
Council Member Michael Covert
Council Member York Glover
Council Member Chris Hervocho
Council Member Stu Rodman
Council Member Alice Howard
Council Member Mark Lawson
Council Member Lawrence McElynn
Council Member Gerald Dawson
Council Member Brian Flewelling

PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Larry McElynn led the Pledge of Allegiance and gave the Invocation.

FOIA

Chairman Passiment stated notification of this meeting had been published, posted and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion to amend: It was moved by Council Member Flewelling, Seconded by Council Member Rodman to amend the agenda as follows: Remove Item 5 approval of the September 28th Council Meeting Minutes; Reword Consent Agenda Item 4 to state "First Reading of multiple Ordinances and Inducement Resolutions regarding FILOT agreements"; Remove Consent Agenda Item 8 for the stated reason the item did not come out of committee; Remove Action Item 9 and bring back to Council on November 9th; Remove Action Item 10 and postpone until November 16th; and move Consent Agenda Item 11 to action items. Motion approved without objection.

Main Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve agenda as amended. Motion approved without objection.

APPROVAL OF MINUTES

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Howard to approve the minutes minus the minutes for September 28th. Motion approved without objection.

CITIZEN COMMENTS

Dr. Eric Larsen (Lawson) called in to speak against the mask ordinance and stated wearing a mask does not have any value to the COVID 19 pandemic.

Grant Conder, resident of Port Royal, spoke against the mask ordinance.

Rebecca Bass, resident of Beaufort, spoke against the mask ordinance and in support Ashley Jacobs.

Vallee Buback, Bluffton resident stated she was disappointed the Chairman shut out citizens by not having the meeting on Facebook. and against the mask ordinance.

Anne Ubelis, Lady's Island resident, stated she was against the mask ordinance.

Laurie, Bluffton resident, questioned why this meeting was not being aired on Facebook and spoke against the mask ordinance.

Claude LaBeau, Bluffton resident, spoke against the mask ordinance.

Kris (inaudible), resident of Hilton Head Island, spoke against the mask ordinance.

LIAISON AND COMMITTEE REPORTS

Finance Committee Chair, Chris Hervochon; Natural Resources Committee Chair, Alice Howard; and Public Facilities Committee Chair, Brian Flewelling reviewed items on the consent coming forward from their individual committees.

CONSENT AGENDA

Motion: It was moved by Council Member Howard, Seconded by Council Member Rodman to approve the consent agenda without objection. Motion approved without objection.

PUBLIC HEARINGS AND ACTION ITEMS

PUBLIC HEARING AND THIRD READING OF THE 2021 BUDGET ORDINANCE

Chairman Passiment opened the floor for public hearing.

There were no public comments.

Chairman Passiment closed public hearing.

Motion: It was moved by Vice Chairman Sommerville, Seconded by Council Member Glover to approve Third Reading of an ordinance amending 2021 Budget Ordinance. The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Glover, Council Member Hervochon, Council Member Rodman, Council Member Howard, Council Member Lawson, Council Member McElynn, Council Member Dawson. Voting Nay: Council Member Flewelling. The motion passed 10:1

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE REGARDING TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 5, SECTION 5.6.50.e(2) TO ALLOW FOR MINOR MODIFICATIONS TO BILLBOARDS TO IMPROVE SAFETY STANDARDS DURING HURRICANES AND HIGH WIND EVENTS.

Chairman Passiment opened the floor for public hearing.

There were no public comments.

Chairman Passiment closed the public hearing.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Dawson to approve Third Reading of an ordinance regarding text amendments to the CDC Article 5, Section 5.6.50,e(2) to allow for minor modifications to billboards to improve safety standards during hurricanes and high wind events. The Vote - Voting Yea: Chairman Passiment, Council Member Covert, Council Member Glover, Council Member Hervocho, Council Member Rodman, Council Member Lawson, Council Member McElynn, Council Member Dawson, Council Member Flewelling. Voting Nay: Vice Chairman Sommerville, Council Member Howard. Motion passed 9:2.

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE ESTABLISHING THE BEAUFORT COUNTY DISTANCE LEARNING FUND AND OTHER MATTERS RELATED THERETO

Chairman Passiment opened the floor for public hearing.

There were no public comments.

Chairman Passiment closed the public hearing.

Motion: It was moved by Council Member McElynn, Seconded by Vice Chairman Sommerville to approve Third Reading of an ordinance establishing the Beaufort County Distant Learning Fund. Motion passed without objection.

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE FOR THE BEAUFORT COUNTY AIRPORT (AWR) HANGAR GROUND LEASE AGREEMENT

Chairman Passiment opened the floor for public hearing.

There were no public comments.

Chairman Passiment closed the public hearing.

Motion: It was moved by Council Member Flewelling, Seconded by Council Member McElynn to approve Third Reading of an ordinance for the Beaufort County Airport Hangar Ground Lease Agreement. Motion approved without objection.

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE REGARDING ACCOMMODATIONS TAX/ HOSPITALITY TAX RESERVE FUND

Chairman Passiment opened the floor for public hearing.

There were no public comments.

Chairman Passiment closed the public hearing.

Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson to approve Third Reading of an ordinance regarding accommodations tax/ hospitality tax reserve fund. Motion approved without objection.

PUBLIC HEARING AND THIRD READING TO AMEND ORDINANCE 2019/56 PENN CENTER RENOVATIONS

Chairman Passiment opened the floor for public hearing.

There were no public comments.

Chairman Passiment closed the public hearing.

Motion: It was moved by Council Member Glover, Seconded by Council Member Flewelling to approve the Third Reading of an amendment to ordinance 2019/56, Penn Center Renovations. Motion approved without objection.

PUBLIC HEARING AND THIRD READING OF AN ORDINANCE REGARDING A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): APPENDIX B TO REMOVE THE MAXIMUM LOT SIZE REQUIREMENT FOR MINOR RESIDENTIAL SUBDIVISIONS IN THE D3 GENERAL NEIGHBORHOOD (D3GN), THE D4 MIXED USE (D4MU); THE VILLAGE CENTER (D5VC), AND THE GATEWAY CORRIDOR (D5GC) DISTRICTS ON DAUFUSKIE ISLAND

Motion: It was moved by Council Member Lawson, Seconded by Council Member Glover to approve Third Reading of an ordinance regarding a text amendment to the CDC Appendix B to remove the maximum lot size requirement for minor residential subdivisions in the D3 General Neighborhood; D4 Mixed Use; the Village Center; and the Gateway Corridor Districts on Daufuskie Island. Motion was approved without objection.

RATIFICATION OF THE COUNTY ADMINISTRATOR'S SEVERANCE PACKAGE

Motion: It was moved by Council Member McElynn, Seconded by Vice Chairman Sommerville to approve the ratification of the county administrator's severance package. Motion was approved without objection.

US 278 INDEPENDENT REVIEW

Motion to Amend: It was move by Council Member Flewelling, Seconded by Council Member Rodman to amend the item to include comments submitted from Senator Davis into the scope of work. Motion approved without objection.

Motion to Amend the Amendment: It was moved by Council Member Rodman, Seconded by Council Member Flewelling to amend the amended item to include all of the alternatives and see if there is room for other alternatives to be considered, as well as make sure the underlying traffic demand is correct. The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Covert, Council Member Hervochon, Council Member Rodman, Council Member Lawson, Council Member McElynn, Council Member Flewelling. Voting Nay: Council Member Glover, Council Member Howard, Council Member Dawson. The motion passed 8:3.

Main Motion: It was moved by Council Member Rodman, Seconded by Council Member Flewelling to approve the contract award to HDR Engineering, Inc to provide the US 278 Independent Engineering Review to be included as part of the overall US 278 Corridor Project with the inclusion of Senator Davis's Comments and Council Member Rodman's suggestions. Motion approved without objection.

BOARDS AND COMMISSIONS

CONSIDERATION OF THE REAPPOINTMENT OF DAN AHERN AND THE APPOINTMENT OF THOMAS SHEAHAN TO THE AIRPORTS BOARD

Motion: It was moved by Council Member Flewelling, Seconded by Council Member Hervochon to approve the reappointments of Dan Ahern and Thomas Sheahan to the Airports Board. Motion passed without objection.

7:47PM

Motion: It was moved by Council Member Rodman, Seconded by Council Member Hervochon to extend past the 8 o'clock hour. Motion approved without objection.

CITIZEN COMMENTS

Danny Gause, Bluffton Resident, spoke against the mask ordinance and stated he was upset council tabled the agenda due to wanting to get expert input and had not sought expert input prior to bringing this ordinance forward.

Lisa Laking, Hilton Head Island Resident, spoke against the mask ordinance.
Cherry Norris, Hilton Head Island Resident, spoke against the mask ordinance.

ADJOURNMENT

Chairman Passiment adjourned the meeting at 8:09PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



**Special Called Meeting
of County Council
Meeting**

Chairman

Joseph F. Passiment, JR.

Vice Chairman

D. Paul Sommerville

Council Members

- Michael Covert
- Gerald Dawson
- Brian E. Flewelling
- York Glover, SR.
- Chris Hervocho
- Alice G. Howard
- Mark Lawson
- Lawrence P. McElynn
- Stu Rodman

Interim County Administrator

Eric Greenway

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

County Council Meeting Minutes

County Council of Beaufort County

Monday, November 02, 2020 at 9:00 AM

[This meeting was held virtually in accordance with Beaufort County Resolution 2020-05]

CALL TO ORDER

Chairman Passiment called the meeting to order at 9:00AM

PRESENT

- Chairman Joseph F. Passiment
- Vice Chairman D. Paul Sommerville (joined after meeting commenced)
- Council Member Michael Covert
- Council Member York Glover (joined after meeting commenced)
- Council Member Chris Hervocho
- Council Member Stu Rodman
- Council Member Alice Howard
- Council Member Mark Lawson
- Council Member Lawrence McElynn
- Council Member Gerald Dawson
- Council Member Brian Flewelling (joined after meeting commenced)

APPROVAL OF THE AGENDA

Motion: It was moved by Council Member Covert, Seconded by Council Member Howard to approve the agenda. Motion approved without acceptance.

PLEDGE OF ALLEGIANCE

Chairman Passiment led council in the Pledge of Allegiance.

EXECUTIVE SESSION

Motion: It was moved by Council Member Rodman, Seconded by Council Member Flewelling to go into executive session to discuss the of employment of a person regulated by County Council as well as discuss interviews with the candidates for the position of Interim Beaufort County Administrator Motion approved without exception.

MATTERS ARISING OUT OF THE EXECUTIVE SESSION

There were no matters arising out of executive session.

ADJOURNMENT

Chairman Passiment Adjourned the meeting at 9:45AM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary**Item Title:**

Resolution Authorizing Administrator to Retain Helen McFadden as Parliamentary Counsel

Council Committee:

This Item Arises Out of Council's Meeting of January 11, 2021

Meeting Date:

January 25, 2021

Committee Presenter (Name and Title):

None

Issues for Consideration:

During the January 11, 2021 meeting of County Council, Council voted to retain Helen McFadden, a lawyer and a professional registered parliamentarian with the National Association of Parliamentarians to serve as parliamentarian to Council for the period January 25, 2021 through April 26, 2021. Ms. McFadden is a member of the American College of Parliamentary Lawyers and the American Institute of Parliamentarians. Ms. McFadden frequently speaks on parliamentary procedures and the application of South Carolina state statutes (including FOIA) to the conduct of public meetings in South Carolina.

Points to Consider:

County Council's Rules and Procedures provide that meetings of Council shall be conducted in accordance with Robert's Rules of Order. In order to conduct meetings in accordance with Robert's a parliamentarian must be available. It is prudent to retain Ms. McFadden to ensure authoritative and unbiased recommendations and opinions to the Chair on matters involving parliamentary procedure and FOIA requirements relative to public meetings.

Funding & Liability Factors:

Ms. McFadden will attend meetings virtually. She will charge \$250 per hour for time spent attending meetings of Council and \$125 per hour for time spent outside meetings of Council. The contract is renewable every three months with the mutual consent of the parties. Funding will come from Council's budget

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING COUNTY
ADMINISTRATOR TO RETAIN
PARLIAMENTARY COUNSEL**

WHEREAS, Beaufort County Council's Rules and Procedures provide that meetings of Council shall be conducted in accordance with *Robert's Rules of Order, Newly Revised* (Rules & Procedures 1985, as amended, Chapter 2, Section F); and

WHEREAS, in order to conduct meetings in accordance with *Robert's Rules of Order* it is necessary for the Chairman of Council to appoint a parliamentarian. And while Council's Rules and Procedures allow the Chairman to appoint a member of Council to serve as the parliamentarian, *Robert's* provides that if a member of the body serves as parliamentarian the member may not, in certain instances, vote on matters which come before the body, make motions or engage in debate (RONR 12th 47:55); and

WHEREAS, it is desirable for: (1) all members of Council to vote on all matters which come before Council; (2) all members of Council to have full confidence in the accuracy and authoritativeness of the parliamentary advice and recommendations the Chairman of Council receives; (3) all members of Council to be confident that the advice and recommendations the Chairman of Council receives is unbiased and not influenced in any way by a desire of the parliamentarian to influence the outcome of a vote on any matter which comes before Council; and (4) Council to take all steps necessary to ensure that its actions are in full compliance with the general laws of the state which are applicable to the conduct of public meetings; and

WHEREAS, Helen McFadden is an attorney who is admitted to the Bar of the State of South Carolina. Ms. McFadden has devoted herself to the study and practice of parliamentary procedures and parliamentary law. As an attorney for the General Assembly of South Carolina Ms. McFadden developed expertise in legislative parliamentary practice. Ms. McFadden is a professional registered parliamentarian with the National Association of Parliamentarians. She is a member of the American College of Parliamentary Lawyers. She is a member of the American Institute of Parliamentarians. She lectures frequently on the application of *Robert's Rules of Order* and the general laws of the state of South Carolina to public meetings. She consults with Counties throughout the state on such matters. Ms. McFadden has agreed to advise Council on such matters.

NOW, THEREFORE, BE IT RESOLVED, at a meeting duly assembled of the County Council of Beaufort County, that the County Administrator is hereby authorized to execute a three month contract with Ms. McFadden renewable upon mutual consent to provide parliamentary and legal services to County Council at an hourly rate of Two Hundred Fifty (\$250) Dollars for time spent with Council and One-Hundred Twenty-Five (\$125) Dollars for time spent preparing for meetings of Council.

ADOPTED this _____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Joseph F. Passiment, Chairman
BEAUFORT COUNTY COUNCIL

ATTEST:

Sarah Brock,
Clerk to County Council

2020/2021 ATAX APPLICATIONS

12/21/2020

Organization	Event/Project	Amount Requested	Received Last Year	Amount Rec'd #1	Amount Rec'd #2	Total Received	% of Ask	Name	Notes
1 Friends of Hunting Island	Winter Market Research Study	\$ 7,600	\$ 5,000	\$ -	\$ -	\$ -	0.0%	Carol Corbin	Has the money/Withdrew
2 Greater Beaufort-Port Royal CVB	Tourism Marketing FY 2020-2021	\$ 200,000	\$ 120,000	\$ 120,000	\$ 109,300	\$ 229,300	114.7%	Robb Wells	Social Media/Cultural mrktg replacing Black Chamber
3 Historic Bluffton Foundation	Operation of the Heyward House Museum and Welcome Center	\$ 17,000	\$ 10,000	\$ 10,000	\$ 7,000	\$ 17,000	100.0%	Katie Epps	Ops
4 Lean Ensemble Theater	Lean Ensemble Theater Marketing	\$ 6,000	\$ 1,000	\$ -	\$ 1,500	\$ 1,500	25.0%	Blake White	Spectrum
5 Friends of the Spanish Moss Trail	Spanish Moss Trail Visitor Marketing Video	\$ 5,950	\$ 5,000	\$ 2,000	\$ -	\$ 2,000	33.6%	Sissy Perryman	Video
11 Historic Mitchelville Freedom Park	Holiday Tree Lighting, Freedom Day, Marketing and Site Prep / Design for Juneteenth Celebration	\$ 45,000	\$ 20,000	\$ 5,000	\$ 15,000	\$ 20,000	44.4%	Ahmed Ward	Outbound digital marketing-Juneteenth + Social Media
6 Beaufort Film Society	Beaufort International Film Festival (15th)	\$ 20,000	\$ 15,000	\$ 20,000	\$ -	\$ 20,000	100.0%	Ron Tucker	
7 Beaufort County Solid Waste & Recycling Department	Don't Take a Vacation from Recycling Campaign	\$ 44,425	\$ -	\$ -	\$ -	\$ -	0.0%	Ashley Jenkins	
8 Penn Center Inc.	Penn Center & Heritage Days Celebration Operations & Marketing	\$ 60,000	\$ 31,500	\$ -	\$ -	\$ -	0.0%	Deloris Pringle	\$31.5 from previous year is unspent
9 Coastal Discovery Museum	Cultural & EcoTourism Program	\$ 32,000	\$ 20,000	\$ 15,000	\$ -	\$ 15,000	46.9%	Natalie Hefter	Mrktg/Dev
10 SC Lowcountry & Resort Islands Tourism Commission	Promotion of Beaufort County & the Lowcountry	\$ 29,700	\$ 40,000	\$ 29,700	\$ 10,300	\$ 40,000	134.7%	Pearch Morrison	Cut request 40% due to expectations: we restored most of that
12 Hilton Head Choral Society	Marketing for Tourist/Visitor Development	\$ 4,000	\$ 1,500	\$ -	\$ -	\$ -	0.0%	Margie Lechowicz	
13 Arts Center of Coastal Carolina	Tourism Marketing of the Unincorporated Areas of Beaufort County	\$ 9,000	\$ 3,500	\$ 2,000	\$ 2,000	\$ 4,000	44.4%	Linda Bloom	
14 Reconstruction Beaufort	Restore and Add Stokes Freedman's Cottage to the Reconstruction Era National Historical Park Network	\$ 179,443	\$ -	\$ -	\$ -	\$ -	0.0%	Billy Keyserling	Withdrew app
15 Sons of Union Veterans of the Civil War of Beaufort SC	Repair and Add Grand Army of the Republic Hall to the Reconstruction National Historical Park Network	\$ 96,263	\$ -	\$ -	\$ -	\$ -	0.0%	Elijah Washington	Withdrew app
25 Brick Baptist Church	Restore and Add Brick Church Cottage to the Reconstruction Era National Historical Park Network	\$ 326,790	\$ -	\$ -	\$ -	\$ -	0.0%	Reverend Abraham Murray	Withdrew app
16 Hilton Head Hospitality Association	Hilton Head Wine and Food Festival	\$ 10,000	\$ 6,000	\$ 5,300	\$ 4,700	\$ 10,000	100.0%	Jeff Gerber	
17 The Original Gullah Festival of South Carolina, Inc.	The Gullah Festival	\$ 15,000	\$ 35,000	\$ -	\$ -	\$ -	0.0%	Thomas Hicks	No show for interview
18 Historic Port Royal Foundation	Historic Port Royal Exhibition Displays	\$ 10,000	\$ -	\$ -	\$ 5,950	\$ 5,950	59.5%	Deborah S. Johnson	
19 First Tee - The Lowcountry	Concierge Informational Event	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	0.0%	Pat Zuk	
20 Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing/Events	\$ 135,000	\$ 64,000	\$ 32,000	\$ -	\$ 32,000	23.7%	Kevin Holman	
21 NIBCAA	Hilton Head Island Gullah Celebration	\$ 42,400	\$ 23,000	\$ 15,000	\$ 5,000	\$ 20,000	47.2%	Courtney Young	SM/Media-Out of local market only
22 Lowcountry Golf Course Owners Association	Golf Tourism Broadcast Golf Channel TV Campaign	\$ 20,000	\$ 8,000	\$ -	\$ 7,500	\$ 7,500	37.5%	Barry Fleming	
23 Beaufort Area Hospitality Association	Northern Beaufort Visitors Map	\$ 15,000	\$ -	\$ 10,000	\$ 5,000	\$ 15,000	100.0%	Ashlee Houck	
24 Gullah Museum Hilton Head Island	Permanent Exhibit/Renovation Project	\$ 25,000	\$ -	\$ -	\$ -	\$ -	0.0%	Natahia Aiken	
26 Daufuskie Marsh Tacky Society	2nd Annual Daufuskie Marsh Tacky Rally	\$ 10,500	\$ -	\$ -	\$ 10,500	\$ 10,500	100.0%	Erica Veit	Start up
27 Port Royal Sound Foundation (PRSF)	Exhibit and Signage Renovation at the Maritime Center	\$ 56,750	\$ 26,500	\$ 26,000	\$ 24,250	\$ 50,250	88.5%	Jennifer E. Jenkins	
TOTAL:		\$ 1,254,671	\$ 379,000	\$ 292,000	\$ 208,000	\$ 500,000	39.9%		
	AMOUNT AVAILABLE:	\$ 260,000							
	Amount Remaining:	\$ (32,000)							
	Total Available #2:	\$ 240,000							
	Amount Remaining #2:	\$ 32,000							

NOTE: Please see attached document to note the Board's intentions for the allocation for the Beaufort County Black Chamber of Commerce

ORDINANCE 2021/____

AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO

WHEREAS, County Council is authorized to utilize State 2% Accommodations Tax ("A-Tax') Funds to promote tourism and enlarge the economic benefits of tourism through advertising, promotion, construction and maintenance of access and access to nearby roads for civic, cultural recreational or historic facilities; and

WHEREAS, S.C. Code Ann. §6-4-10(4)(b) expressly authorizes a county which has a high concentration of tourism activity to use state accommodations tax funds "to provide additional county and municipal services including, but not limited to, law enforcement [and] traffic control" as may be necessary for tourism related activities; and

WHEREAS, Beaufort County ("County") initiated a formal grant application process, and accepted applications from local entities to receive grant funds from the state A-Tax; and

WHEREAS, applications were received, reviewed and scored by the state accommodations tax advisory board, which has made award recommendations to County Council for approval and appropriation of funds; and

WHEREAS, County Council finds that it is in the best interest of its citizens, residents, visitors and tourists to provide the recommended funds to local entities and projects as set forth in the attached "Exhibit A" which is incorporated herein by reference.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that appropriations shall be made in the form of grant awards to local entities from Beaufort County's state A-Tax Funds as set forth in the attached Exhibit A.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Jr.

ATTEST:

Sarah Brock, Clerk to Council

Chronology:

Third and Final Reading: _____

Public Hearing: _____ Second Reading: _____

First Reading: _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

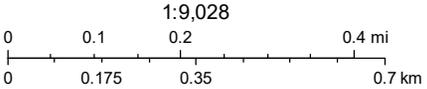
ITEM TITLE:
An Ordinance authorizing the execution and delivery of an easement to BJWSA encumbering property owned by Beaufort County at 88 Shanklin Road, South Carolina
MEETING NAME AND DATE:
County Council December 14, 2020
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator - Engineering (5 Minutes)
ITEM BACKGROUND:
Motion to approve granting BJWSA an easement for EMS Shanklin Road was approved at the Public Facilities Committee Meeting on November 16, 2020.
PROJECT / ITEM NARRATIVE:
Beaufort County has been constructing a new EMS Building located on Shanklin Road and (BJWSA) Beaufort Jasper Water Sewer Authority has requested that Beaufort County grant it a Utility Easement for the nonexclusive right to enter the County Parcel for the purpose of erecting, operating and maintaining water and sanitary sewer infrastructure across portions of the County's property.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends granting BJWSA an easement for EMS Shanklin Road.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve</i> granting BJWSA an easement for EMS Shanklin Road. <i>Motion to deny</i> granting BJWSA an easement for EMS Shanklin Road.
<i>(Next Step) Second Reading at County Council meeting on 01/XX/2021</i>

EMS Shanklin



11/3/2020 9:13:36 AM

LiveParcels



Ordinance No. 2021/ ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AT 126 SHANKLIN ROAD, SOUTH CAROLINA.

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No. R100 025 000 0050 0000 located on Shanklin Road (also known as S-7-86) recorded at Beaufort County Register of Deeds Office in Deed Book 230 at Page 986 on August 13, 1975; and

WHEREAS, due to the Beaufort County Shanklin Road EMS project, it is necessary for Beaufort Jasper Water Sewer Authority to locate water and sanitary sewer infrastructure to service the new facility; and

WHEREAS, Beaufort Jasper Water Sewer Authority, Inc. has requested that Beaufort County grant it a Utility Easement for the nonexclusive right to enter the County Parcel for the purpose of erecting, operating and maintaining water and sanitary sewer infrastructure across portions of the County’s property; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Easement attached hereto and incorporated by reference and shown on the attached “Exhibit A”; and

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

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

- (1) The County Administrator is hereby authorized to execute the Easement referenced herein and which is shown on “Exhibit A”; and
- (2) The County Administrator is hereby authorized to take all actions as may be necessary to complete the conveyance of the Easement and ensure the construction and installation of the new water and sanitary sewer infrastructure to occur as agreed upon by the County and Beaufort Jasper Water Sewer Authority.

DONE this ____ day of _____ 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

Exhibit "A"

Blanket Easement BJWSA

Exhibit "A"

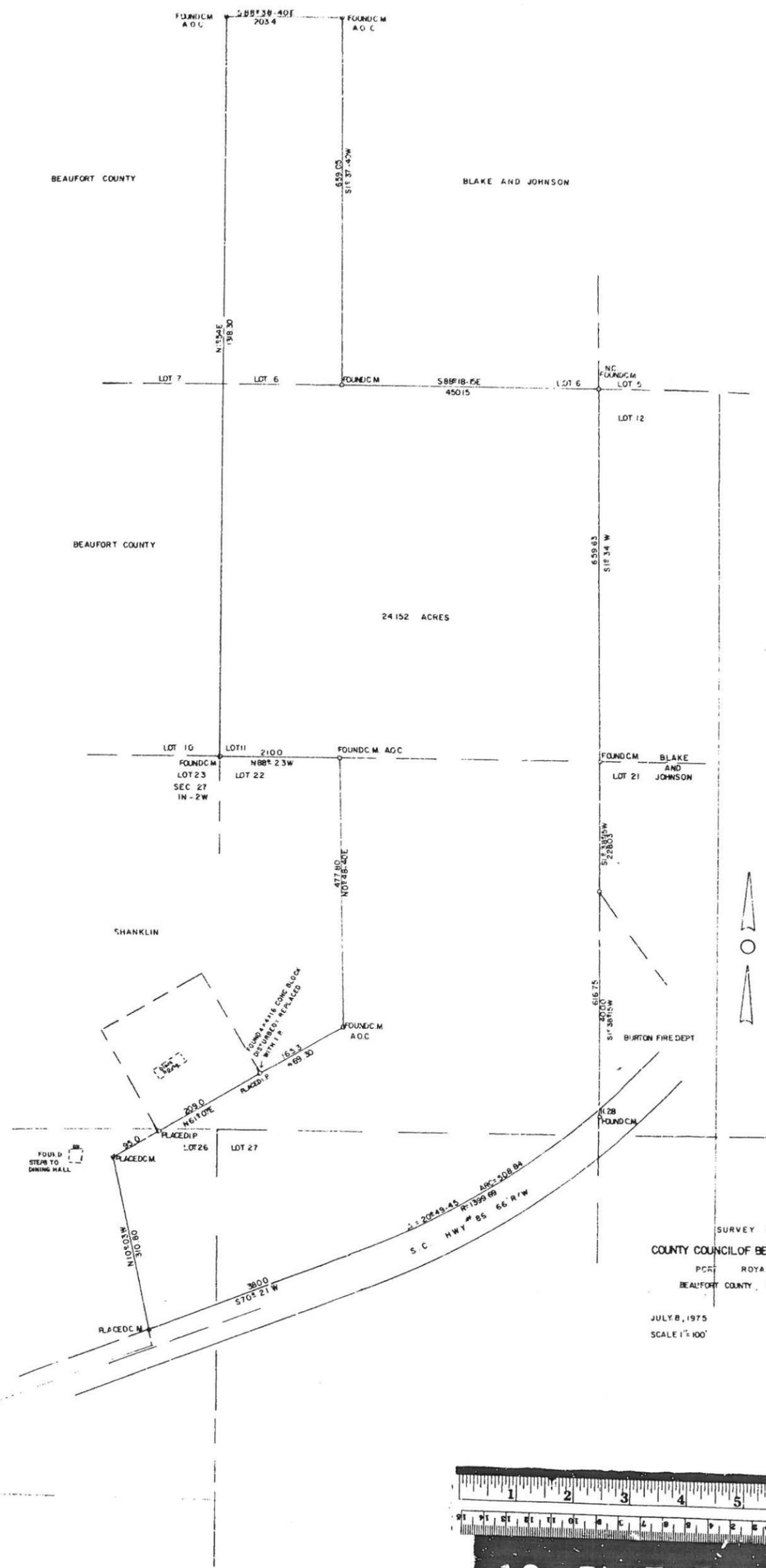
EXHIBIT "A"

All that certain piece, parcel or lot of land, situate and lying and being on Port Royal Island, Beaufort County, South Carolina, and being more particularly described as follows:

Beginning at a point at a concrete marker at the northeast corner of lot 23, section 27 IN 2W and running thence; north $1^{\circ} 54$ min., east 13 18. 3 feet to a concrete marker in the northeast corner of lot number 7; thence south $88^{\circ} 38$ min. 40 sec., east, southeast 203. 4 feet to a concrete marker; thence south $1^{\circ} 37$ min., 47 sec., West 659. 05 feet to a concrete marker; thence south $88^{\circ} 18$ min. 15 sec. east 450. 15 feet to a concrete marker, said marker being the Northeast corner of lot number 11 ; thence South $1^{\circ} 34$ min. 00 sec. 659. 63 feet to a concrete marker; thence south $1^{\circ} 38$ min., 15 sec. West 616.75 feet to a point; thence along and with a curve concave northwesterly through a central angle of $20^{\circ} 49$ min. 45 sec. an arc of 508. 84 feet and a radius of 1399. 69 feet to a point; thence south $70^{\circ} 21$ min. 00 sec., west 380 feet to a concrete marker; thence north $10^{\circ} 03$ min. 00 sec. West 310. 80 feet to a concrete marker being the Southwest corner of Joseph Shanklin property; then North $61^{\circ} 07$ min. 00 sec. East 469. 3 feet to a concrete marker; thence north $0^{\circ} 48$ min. 40 sec. East 477. 8 feet to a concrete marker; thence north $88^{\circ} 23$ min. 0 sec. 210 feet to the point of beginning; .said parcel containing 24.152 acres more or less as shown on a plat by R. D. Trodgen, Jr. entitled Survey for Beaufort County Council, dated July 7, 197 5 and recorded in the Clerk of Court's Office for Beaufort County in Plat Book 23 at Page 157.

This being the same property conveyed to the Grantor herein by the Trustees of Port Royal Agriculture School by Deed in Book 135 at Page 84 dated January 14, 1966 recorded in the Register of Deeds Office for Beaufort County

DMP: R100 025 000 0050 0000



BEAUFORT COUNTY

BLAKE AND JOHNSON

BEAUFORT COUNTY

24.152 ACRES

SHANKLIN

BURTON FIRE DEPT



SURVEY FOR
 COUNTY COUNCIL OF BEAUFORT COUNTY
 PCRA ROYAL ISLAND
 BEAUFORT COUNTY, SOUTH CAROLINA
 JULY 8, 1975
 SCALE 1"=100'



LG. PLAT FILE
 PB 23 PG. 157

NW CORNER OF LOT 39



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Ordinance for a State Accommodations Tax Budget Amendment</i>
MEETING NAME AND DATE:
County Council 12/14/2020
PRESENTER INFORMATION:
<i>Hayes Williams Finance Director 10 Minutes</i>
ITEM BACKGROUND:
<i>County Council originally approved the FY 2021 budget Ordinance 2020/22 Approved on June 22, 2020.</i>
PROJECT / ITEM NARRATIVE:
The original budget was a reduced budget due to the unknown affects of the COVID-19 virus. Beaufort County did not have an idea of how COVID-19 virus could positively or adversely affect the State Accommodations Funding. On October 27, 2020, Beaufort County received \$416,300 for first quarter funding for FY 2021 State Accommodations Tax. This amount was approximately \$133,000 higher than the average first quarter payments received in 2020, 2019 and 2018. Finance believes that this positive affect on revenues will be a continued trend, and that State Accommodations tax revenues should be closer to \$800,000 that the original projection of \$425,000.
FISCAL IMPACT:
<i>The projected additional revenues and distributions are included in Attachment A – Amended Budget column. The Funding for the distributions would be from State Accommodations Tax Funding.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approving the amended budget for State Accommodations Tax (Fund 2000).
OPTIONS FOR COUNCIL MOTION:
<i>The County Council can approve or deny the amended budget. Council First Reading on December 14, 2020.</i>

Beaufort County
 State Accommodations Tax Fund 2000
 Budget for FY 06/30/2021

ATTACHMENT A

Org	Object	Decription	Original Budget	Amended Budget
20000001	43320	ACCOMMD'TN TX FNDS-STATE	(425,000.00)	(800,000.00)
20000011	55000	DIRECT SUBSIDIES	250,000.00	500,000.00
20000011	55240	BFT CHAMBER OF COMMERCE	61,625.00	115,385.00
20000011	55280	HHI - BLUFFTON CHAMBER OF COMM	61,625.00	115,385.00
20000011	59100	XFER TO GENERAL FUND	45,000.00	63,750.00
		Net revenue over expenses	<u>(6,750.00)</u>	<u>(5,480.00)</u>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Second reading of an ordinance to issue a Tax Anticipation Note (TAN) due to a delay of tax collections.</i>
MEETING NAME AND DATE:
County Council 1/11/2021
PRESENTER INFORMATION:
<i>Whitney Richland Chief Financial Officer 10 Minutes</i>
ITEM BACKGROUND:
<i>Due to a delay in tax bills being sent out, and thus, the delayed receipt of tax revenue, the County's cash position continues to decrease. A TAN may be needed to maintain cash flows for operations and debt service until the receipt of tax revenues is substantially complete.</i>
PROJECT / ITEM NARRATIVE:
<i>In a typical year, a material amount of tax revenue and cash needed for operations by the County and the other taxing districts located in the County would be being received by the Treasurer during December. Since the tax bills have not yet been mailed, cash flows and operations for all related parties may be significantly affected. Although the County has investments that could be converted to cash in order to meet operational needs, the County stands to forfeit interest earnings on those investments. The County's bond council advised Staff to proceed with the issuance of a TAN at a lower interest rate in order to meet cash flow needs, maintain adequate liquidity and preserve the earnings potential of investments.</i>
FISCAL IMPACT:
<i>Projections by the County Treasurer have the cash being depleted before significant collections are made by the County with a possible liquidation of investments to carry the County and related taxing districts through February of 2021. Staff believes the interest expense incurred on the issuance of a TAN will be less than interest earned on investments.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Allow Staff to continue working with the Treasurer and outside counsel toward the issuance of a TAN.
OPTIONS FOR COUNCIL MOTION:
<i>Proceed with the required readings toward issuance. Discontinue the process of issuing the TAN.</i>

DRAFT**ORDINANCE 2020 / ____****AN ORDINANCE DECLARING LOUD, OBNOXIOUS, UNNECESSARY OR EXCESSIVE NOISE A PUBLIC NUISANCE AND PROVIDING THAT VIOLATIONS ARE A MISDEMEANOR, AND REPEALING ORDINANCE NO 2020-36.**

WHEREAS, Beaufort County Council finds and declares that loud, obnoxious, unnecessary or excessive noise is a serious hazard to the public health, welfare, peace and safety of Beaufort County residents and visitors; and

WHEREAS, residents and visitors of Beaufort County have a right to the peaceful enjoyment of their property and without exposure to loud, obnoxious, unnecessary, or excessive noises; and

WHEREAS, loud, obnoxious, unnecessary or excessive noises adversely impact residents' quality of life and are thus a public nuisance; and

WHEREAS, County Council is in receipt of citizens' concerns about the increased proliferation of excessively loud, obnoxious, unnecessary noises in the unincorporated areas of Beaufort County; and

WHEREAS, it is in the best interest of Beaufort County residents and visitors to declare loud, obnoxious, unnecessary or excessive noises a public nuisance and provide for penalties for violations in the interest of protecting citizens' public health, welfare, peace and safety as well as protecting the quality of life in Beaufort County.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby amend the Beaufort County Code of Ordinances Article VI Loud and Unnecessary Noises Declared a Public Nuisance:

Article I. – Loud, Obnoxious, Unnecessary or Excessive Noises Declared a Public Nuisance.

Sec. 101. – Loud, obnoxious, unnecessary or excessive noise.

- (a) Beaufort County Council finds that loud, obnoxious, unnecessary or excessive noise is a serious hazard to the public health, welfare, peace, and safety of Beaufort County residents and visitors. Therefore, Beaufort County Council declares loud, obnoxious, unnecessary or excessive noise a public nuisance.
- (b) Noise in violation of this ordinance shall mean, loud, obnoxious, unnecessary, or excessive noise which disturbs the peaceful enjoyment of private or public property which exceeds 60 decibels measured using a digital sound meter and with enforcement officers' discretion. Noises exceeding this number of decibels between the hours of 10:00 pm – 6:00 am shall be a violation. During the hours of 6am to 10 pm, noises exceeding 80 decibels using a digital sound meter and with enforcement officers' discretion shall be a violation of this ordinance.

Sec. 102- Exceptions.

- (a) This article I shall not be construed or interpreted in any way so as to interfere with or discourage the “Sound of Freedom” emanating from airplanes associated with the Marine Corps Air Station, Beaufort.
- (b) Nothing herein should be construed to prohibit the use of a vehicular horn for the purpose of notifying those nearby of the presence of another vehicle or a potential hazard.
- (c) All equipment owned or operated by Federal, State, or local government including, but not limited to emergency response vehicles, law enforcement vehicles, EMS vehicles and Fire District response vehicles shall be exempt from this Article I.

Sec. 103. – Enforcement and penalties.

- (a) All violations of this Article I shall be heard by the Beaufort County Magistrate Court. Nothing herein shall be construed to prevent Beaufort County Code Enforcement officers, duly commissioned by County Council, from enforcing the provisions of this Article I.
- (b) Any person who violates the provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort Count Magistrate Court, or imprisonment not exceeding 30 days, or both.

Sec.104- Repealer

Ordinance 2020-36 and any ordinance in conflict with the terms hereof are hereby repealed.

Adopted this _____ day of _____, 202_____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By : _____
Joseph F. Passiment, Chairman
Beaufort County Council

ATTEST:

By: _____
Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
An Ordinance Authorizing the Conveyance of R510 008 000 0370 0000 and R510 008 000 0160 0000 to the Town of Hilton Head as part of the "Summit Drive Realignment Project"
MEETING NAME AND DATE:
County Council – January 11, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA - Engineering (5 min)
ITEM BACKGROUND:
The County owns two parcels that will be effected by the Town of Hilton Head Island’s project to construct a road to alleviate traffic congestion and improve safe access to and from the County’s Convenience Center located at 26 Summit Drive, Hilton Head Island. <i>Public Facilities Committee approved the Ordinance on December 21, 2020.</i>
PROJECT / ITEM NARRATIVE:
The County believes the Town of Hilton Head Island’s road project will greatly benefit the citizens, therefore; agrees to convey two properties to the Town. The approximate size of the two properties is 0.61 acres.
FISCAL IMPACT:
The fees associated with the conveyance of the properties will be paid for by the County from the Solid Waste and Recycling Professional Services account 10001340-5116L.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of An Ordinance Authorizing the Conveyance of R510 008 000 0370 0000 and R510 008 000 0160 0000 to the Town of Hilton Head as part of the "Summit Drive Realignment Project"
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny An Ordinance Authorizing the Conveyance of R510 008 000 0370 0000 and R510 008 000 0160 0000 to the Town of Hilton Head as part of the "Summit Drive Realignment Project" <i>Move forward to County Council for second reading.</i>

2020/_____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF R510 008 000 0370 0000 AND R510 008 000 0160 0000 TO THE TOWN OF HILTON HEAD AS PART OF THE “SUMMIT DRIVE REALIGNMENT PROJECT”

WHEREAS, Beaufort County (the “County”) is the owner of certain properties which is located on Hilton Head Island and which is being entitled “Summit Drive Realignment Project”. The parcels are located on Summit Drive, consisting of parcels R510 008 000 0370 0000 and R510 008 000 0160 0000 which collectively total approximately .61 acres more or less (the “Parcels”);

WHEREAS, the County owns the Parcels to be effected by the Town of Hilton Head’s (the “Town”) project to construct a road to alleviate traffic congestion and improve safe access to and from the Beaufort County Convenience Center located at 26 Summit Drive, Hilton Head Island; and

WHEREAS, the County believes the aforementioned road improvement project will greatly benefit the citizens therefore agrees to convey the property to the Town for a nominal amount, and agrees to pay for those fees customarily paid for by a seller of real property; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interests 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 does hereby authorize the conveyance of the Parcels, and authorizes the Interim County Administrator to execute any and all documents necessary to effectuate the conveyance of the above referenced property to the Town of Hilton Head on the conditions set forth above.

This _____ day of _____, 2020.

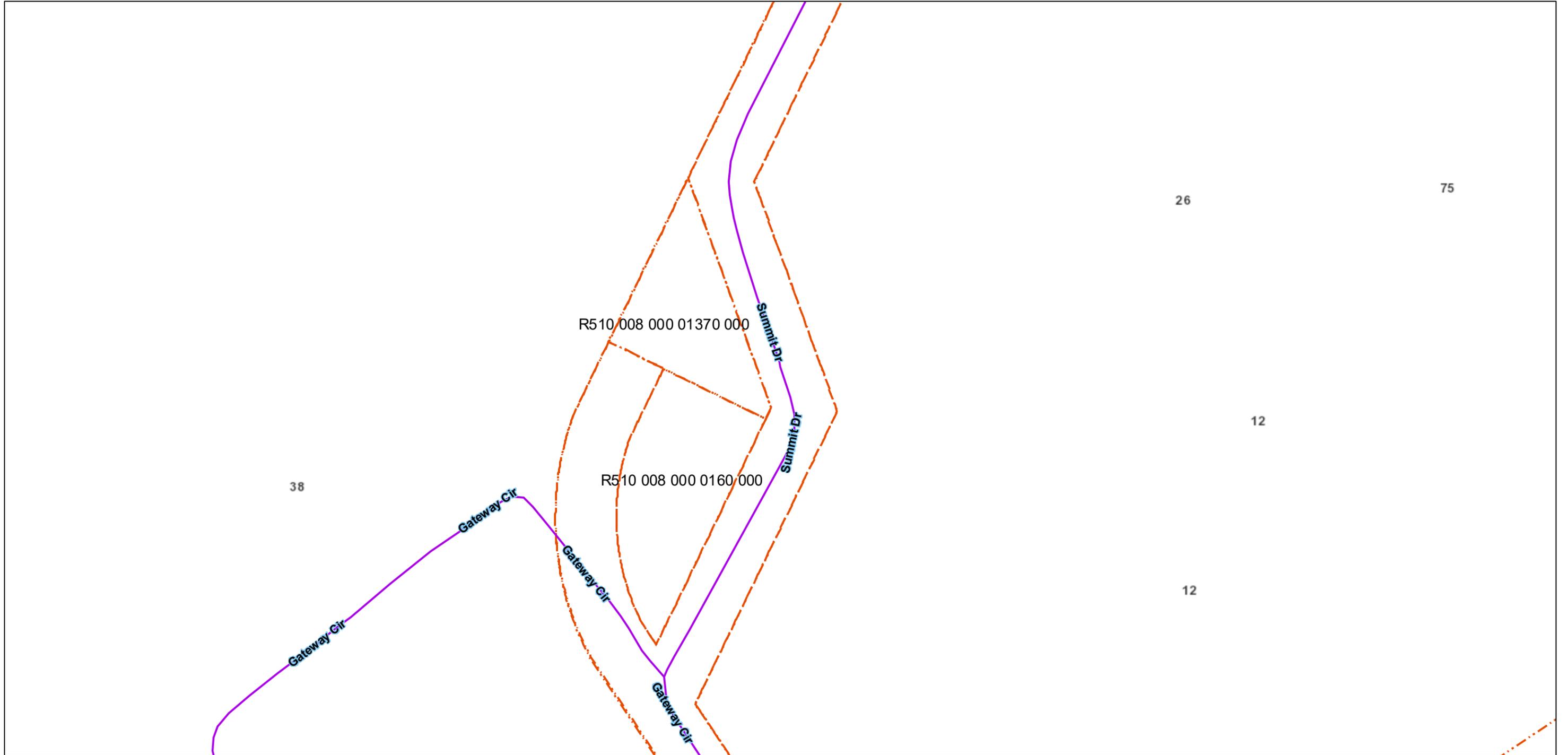
COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

Exhibit

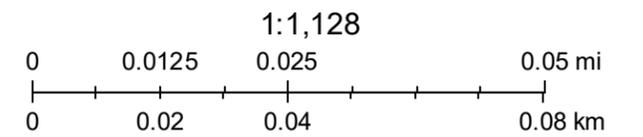


12/10/2020, 9:18:55 AM

Road Classifications

MUNICIPAL, PAVED

LiveParcels





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Ordinance to enter into a Lease Agreement with the Town of Port Royal for maintenance of Fort Frederick Heritage Preserve <i>*This item is time sensitive due to the impending opening of the park property.</i>
MEETING NAME AND DATE:
County Council, January 11, 2021 – 1 st reading County Council, January 25, 2021 – 2 nd reading County Council, February 8, 2021 – Public Hearing and 3 rd reading
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager 10 minutes
ITEM BACKGROUND:
County Council approved a License Agreement and Lease and Management Agreement between the County and SC DNR on May 13, 2019 County Council approved RCLP funding for the park construction on May 28, 2019 County Council approved 2017 GO Bond funding for the park construction on November 18, 2019 County Council approved an Access Easement between the County and SC DNR on January 27, 2020
PROJECT / ITEM NARRATIVE:
Construction of the landside park improvements at Fort Frederick Heritage Preserve are anticipated to be completed by January 31, 2021. The County Passive Parks Manager and the Town of Port Royal Town Manager would like to enter into a lease agreement prior to the opening of the park whereby the Town of Port Royal will provide routine minor maintenance of the property and the County will provide periodic major maintenance of the property, as specified in the attached agreement. The County and Town staff agree to the lease terms as written.
FISCAL IMPACT:
No funding impact
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommend approval of the Lease Agreement as written
OPTIONS FOR COUNCIL MOTION:
Motion to approve the lease agreement as written between Beaufort County and the Town of Port Royal for maintenance of the Fort Frederick Heritage Preserve.

ORDINANCE 2021 / ____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A THIRTY (30) YEAR LEASE AGREEMENT WITH THE TOWN OF PORT ROYAL FOR FORT FREDERICK HERITAGE PRESERVE

WHEREAS, Beaufort County (“County”) owns two parcels located in the Town of Port Royal, South Carolina known as Fort Frederick Heritage Preserve identified as parcel numbers R110 011 000 0155 0000 and R110 009 000 142I 0000; and

WHEREAS, South Carolina Department of Natural Resources (“DNR”) owns a parcel located in the Town of Port Royal, South Carolina known as Fort Frederick Heritage Preserve identified as parcel number R110 009 000 0211 0000; and

WHEREAS, the County and DNR have entered into long-term Access, License and Lease and Management Agreements on Fort Frederick Heritage Preserve (“Property”) that allow for public access and passive recreation on the Property; and

WHEREAS, on May 28, 2019 and November 18, 2019 the County Council approved funding for the planning and construction of public access and passive recreation improvements on the Property; and

WHEREAS, The County and the Town of Port Royal will enter into a lease agreement for the use, management, and maintenance of the Property for an initial term of thirty (30) years, with automatic annual renewals, beginning February 8, 2021; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to enter into the lease of Fort Frederick Heritage Preserve upon such terms and conditions expressed and incorporated herein.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the Interim County Administrator is hereby authorized to execute a thirty (30) year lease agreement with the Town of Port Royal for the use, management, and maintenance of Fort Frederick Heritage Preserve, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

LEASE AGREEMENT
FORT FREDERICK HERITAGE PRESERVE

This Lease Agreement is entered into this _____, day of _____, 2021, by and between Beaufort County (“Lessor”) and the Town of Port Royal, a South Carolina Municipal Corporation (“Lessee”);

WHEREAS, Lessor acquired the properties R110 011 000 0155 0000 and R110 009 000 142I 0000 (“Property”) located in the Town of Port Royal, and more fully described on Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book 2220 at Page 2381 and Deed Book 3245 at Page 374, respectively; and

WHEREAS, Lessor entered into long-term License, Lease and Management Agreements (“Agreements”) on the Property with the South Carolina Department of Natural Resources (DNR) on August 28, 2019, attached hereto as Exhibit B; and

WHEREAS, the Lessor and Lessee wish to enter into this Agreement, which is subject to all terms and conditions of the DNR Agreements set forth herein, to provide for the maintenance and operation of the Property; and

WHEREAS, restrictions and limitations imposed by the Property’s DNR Agreements allow the Lessor public access and passive recreation on the Property; and

WHEREAS, Lessee agrees to maintain the condition of the Property, and any assets and facilities that are placed in the park, in the condition that they are in at the time the park is open to the public as specified in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and approved, LESSOR does hereby lease to LESSEE, the Property, as highlighted in Exhibit C attached hereto, under the terms and conditions set forth below:

1. **TERM:** The initial term of this lease shall be thirty (30) years commencing from the date of execution of this Lease Agreement. Thereafter, this Lease Agreement will automatically renew annually, unless terminated as described in Section 11 or by mutual written agreement of the parties.
2. **ASSIGNMENT OR SUB-LEASE:** Lessee shall not assign or sublet the leased premises without the prior written approval of Lessor. This will not prevent Lessee from renting some or all of the Property for special events as discussed in Section 5.
3. **ACCESSIBILITY:** The Property shall be available and open to the public with the park open hours generally being from dawn to dusk Monday through Sunday, as programmed at the entrance gate by the Lessor. There will be no fees for access or for parking and parking shall be limited to park users only during open hours.

4. **IMPROVEMENTS:** Lessor, at their expense, has constructed Phase I improvements on the Property, which generally consist of boundary fencing, entrance gate, monument sign, parking spaces, access road, picnic pavilion, picnic tables, trash receptacles and a small boardwalk. Lessor, at their expense, may construct Phase II improvements on the Property at a future date, which will generally consist of natural play elements near the entrance parking area and a boardwalk, pier, dock and kayak launch near the picnic pavilion area. Lessee shall not build, erect or construct any permanent improvement upon the leased premises without the prior written approval of the Lessor. All improvements shall remain the property of Lessor upon termination of lease.
5. **USE:** Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage and use the leased premises as a public passive park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-passive park purposes (i.e. special event) without thirty (30) days advanced approval request to the Lessor. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be for the Property maintenance, management and operations purposes only (including costs incurred by hosting the event). Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the entire leased premises without the prior written approval of Lessor. It is clearly understood by the Lessee and the Lessor that events like weddings, birthday parties, and other such events will be handled by the Lessor via the Passive Park Facility Rental application and approval process.
6. **MINOR MAINTENANCE:** Lessee agrees, at their expense, to maintain the Property as follows:
 - A. Mowing/weed eating of entrance, around monument sign, along the interior and exterior edges of entrance fencing, park roadside and parking area edges, sidewalks, around picnic pavilion and stormwater detention area on a regular schedule that follows other park properties the Lessee manages and maintains.
 - B. Blowing off the park road and parking area spaces, picnic pavilion, sidewalks and small boardwalk at least weekly or after any mowing event.
 - C. Trash collection and off-Property disposal of the trash receptacles at the entrance parking area and picnic pavilion on a daily basis.
 - D. Power washing the picnic pavilion slab and associated sidewalks at least once a year or as needed due to visitor use.

This Agreement is not applicable to the South Carolina Department of Natural Resources (SC DNR) owned parcel, known as parcel #R110 009 000 0211 0000. SC DNR, at their sole expense, will continue to maintain their parcel grounds, the Fort Frederick ruins and its surrounding grounds.

7. MAJOR MAINTENANCE: Lessor agrees, at their expense, to maintain the Property as follows:

- A. Repairs to the entrance, gate, monument sign, boundary fencing, split rail fencing, park roadway, parking areas, grasspave system, concrete flatwork and curbing, signs, sidewalks, picnic pavilion, picnic tables, trash receptacles, small boardwalk and stormwater structures and facilities, which will include any future elements such as the natural play elements, boardwalk, pier, dock and kayak launch.
- B. Investigate and resolve any tree safety issues as reported by the Lessee and/or the public.

8. REPORTING and CONTACTS: Lessee will inform the Lessor via phone call or email of any vandalism, damage or major maintenance needs within 24 hours of identification.

Lessor Contact:	Lessee Contact:
Stefanie M. Nagid, Passive Parks Mngr	Van Willis, Town Manager
100 Ribaut Rd., Room 115	P.O. Drawer 9
Beaufort, SC 29901	Port Royal, SC 29935
(843) 255-2152	(843) 986-2205
snagid@bcgov.net	vwillis@portroyal.org

9. UTILITIES: The cost of all utilities, assessments and fees shall be the sole responsibility of the Lessor.

10. INSURANCE: The Lessor shall carry and pay the premium for premises liability insurance in the same amount, and of the same nature and type as if it carries and pays for on all other public parks and recreational facilities which it has an ownership interest in.

11. DEFAULT: Failure of Lessee to maintain and use the Property as a public passive park shall constitute default of this Agreement. Upon default has occurred, Lessor shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the Town Manager. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Lessor the right to terminate this Agreement, and the Property shall revert to the Lessor.

In the event of termination, Lessor shall have the right to any funds, improvements, or other non-fixtures on or related to the Property, which is not otherwise titled to the Lessee.

WITNESS our hands and seals this _____ day of _____, 2021.

SIGNED AND SEALED IN THE
PRESENCE OF:

BEAUFORT COUNTY

1ST Witness

BY: _____
Name: Eric Greenway
Title: Interim County Administrator

2nd Witness

THE TOWN OF PORT ROYAL

1st Witness

BY: _____
Name: Van Willis
Title: Town Manager

2nd Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named _____, appearing and acting as the _____ of **Beaufort County**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2021

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named _____, appearing and acting as the _____ of the **Town of Port Royal**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2021

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

Exhibit A**Legal Description**

TMP: R110 011 000 0155 0000

All those certain pieces, parcels or lots of land, situate, lying and being in Port Royal, State of South Carolina and being more particularly described and shown as 2.284 acres on that certain plat entitled "Boundary Survey Prepared for the Trust for Public Land", dated July 6, 2005 and prepared by David S. Youmans, RLS. For a more complete description as to metes, bounds, courses and distance, reference is made to the above reference plat which is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 108 at Page 152.

TMP: R110 009 000 1421 0000

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Port Royal, Beaufort County, State of South Carolina, being shown and designated as Lot 10, Block A, of Old Fort Subdivision on a plat prepared by Niels Christensen, RLS, dated February 19, 1966 and recorded in Plat Book 16 at Page 45 in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes and bounds, courses and distances, reference may be had to an individual plat prepared by A. H. Schwacke, III, PLS, dated May 28, 1991 and recorded in Record Book 576 at Page 1700.

WITNESS the hand and seal of the Grantor this 20th day of June, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

[Signature]
Witness #1

BY: Ashley M Jacobs

Laura Farrell
Witness #2

NAME: Ashley M Jacobs

Its: County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned notary public, do hereby certify that Ashley M Jacobs,
Beaufort County Administrator, personally appeared before me this day in
the presence of the above-named witnesses and acknowledged the due execution of the foregoing
instrument on behalf of Beaufort County.

Witness my hand and official seal this 20th day of June, 2019.

Cheryl H. Harris
Notary Public for South Carolina

My commission expires: _____

Cheryl H. Harris
Notary Public, State of South Carolina
My Commission Expires August 24, 2028

DIVISION of Facilities Management
and Property Services
Ashlie Lancaster, Director
1200 Senate Street, 6th Floor
Columbia, SC 29201
803.737-3880
803.737.0592 Fax

CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

CERTIFICATE NUMBER: 2019-124-ADMIN DATED: October 1, 2019

(Replacement for Certificate of Acceptance dated August 28, 2019)

Grantor: Beaufort County
100 Ribaut Road
Beaufort, South Carolina 29902

Grantee: South Carolina Department of Natural Resources
1000 Assembly Street
Columbia, South Carolina 29201

General Description of Transaction:

County Location: Beaufort

Acreage: 50-foot access easement for a road to be constructed by Beaufort County. The boundaries of the easement will coincide with those of the proposed road's 50-foot right-of-way. The centerline of the road also being the centerline of the right-of-way.
(Parcel Number R110 011 000 0155 0000)

Purpose/Project: To provide access from Old Fort Road, a Town of Port Royal public road, to SCDNR's Fort Frederick Heritage Preserve.

On August 28, 2019, the South Carolina Department of Administration approved the acceptance of that certain Access Easement from the referenced grantor to the referenced grantee.



Shawn Lavery DeJames, Assistant Director
The South Carolina Department of Administration,
Division of Facilities Management and Property Services



CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY

CERTIFICATE NUMBER: 2019-124-ADMIN DATED: August 28, 2019

Grantor: Beaufort County
100 Ribaut Road
Beaufort, South Carolina 29902

Grantee: South Carolina Department of Natural Resources
1000 Assembly Street
Columbia, South Carolina 29201

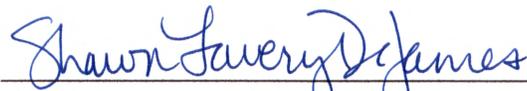
General Description of Transaction:

County Location: Beaufort

Acreage: 50-foot access easement for a road to be constructed by Beaufort County. The boundaries of the easement will coincide with those of the proposed road's 50-foot right-of-way. The centerline of the road also being the centerline of the right-of-way.
(Parcel Number R110 011 000 0155 0000)

Purpose/Project: To provide access from Old Fort Road, a Town of Port Royal public road, to SCDNR's Fort Frederick Heritage Preserve.

On August 28, 2019, the South Carolina Department of Administration approved the acceptance of that certain Access Easement from the referenced grantor to the referenced grantee.



Shawn Lavery DeJames, Assistant Director
The South Carolina Department of Administration,
Division of Facilities Management and Property Services



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **LICENSE AGREEMENT**
) (Temporary Access)

The South Carolina Department of Natural Resources, hereinafter referred to as SCDNR, hereby grants to Beaufort County, a political subdivision of the State of South Carolina, hereinafter referred to as the Licensee, a temporary, non-exclusive license over, across, and upon lands of the SCDNR as identified and conditioned below. This License shall first be effective on the date that the Department of Administration, Division of Facilities Management and Property Services, approves this License as set forth on the signature page.

WHEREAS, SCDNR owns 3.044 acres of real property in Beaufort County generally known as Fort Frederick Heritage Preserve (FFHP) pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1853 on November 18, 1999;

WHEREAS, SCDNR holds title to FFHP, which contains the National Register of Historic Places-listed Fort Frederick, subject to such terms and conditions as were included by the United States in the above referenced deed whereby the property was conveyed to SCDNR;

WHEREAS, the President of the United States did on January 12, 2017 establish the Reconstruction Era National Monument in Beaufort County, which includes FFHP as part of the Camp Saxton unit (82 Fed. Reg. 6167 (Jan. 19, 2017));

WHEREAS, SCDNR did establish FFHP as a Heritage Preserve by dedication pursuant to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-80, and the Dedication Agreement recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1861 on November 18, 1999;

WHEREAS, SCDNR further committed FFHP to the Heritage Trust pursuant to South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-90, and the Trust Easement recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1867 on November 18, 1999;

WHEREAS, the Heritage Trust Act and associated regulations, S.C. Reg. 123-200, *et seq.*, establish restrictions on the use of real property, including limitations on damage to plants and wildlife and use and alteration of landscape; and

WHEREAS, the Licensee is fully informed of the existence of the foregoing instruments and restrictions they contain directly and indirectly through associated laws;

WHEREAS, FFHP contains a primitive boat landing which historically was available for public use prior to site access through the adjacent U.S. Naval Hospital being restricted for security purposes and discontinuation of use by SCDNR;

WHEREAS, the Licensee is eager to restore use of a public boat landing at the FFHP location and is willing to assume responsibility for management of a portion of FFHP and to

undertake the construction and maintenance of a replacement public boat ramp and launching dock on FFHP;

WHEREAS, the Licensee owns a tract of real property in Beaufort County adjacent to FFHP pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 02220 at Page 2381 on August 31, 2005 (TMS# R110-011-000-0155-0000) which was acquired as a conservation tract with funds from the Beaufort County Rural and Critical Land Preservation Program (herein "Buffer Parcel");

WHEREAS, the Licensee intends to utilize the Buffer Parcel as a buffer to FFHP and as a natural-cover supplemental parking area for visitors to FFHP;

WHEREAS, SCDNR is authorized pursuant to S.C. Code Ann. §§ 11-35-4850 & -4860 and 51-17-40(7) & (8) to enter into management agreements and has, by separate instrument, entered into a Lease and Management Agreement with Licensee for a portion of FFHP;

WHEREAS, Licensee is providing management support to SCDNR on FFHP and supplemental protection and public access on the Buffer Parcel that is beneficial to FFHP;

WHEREAS, SCDNR may make limited alterations or allowances for activities on Heritage Trust properties pursuant to S.C. Code § 51-17-90(5) for maintenance, management, and public access to FFHP;

WHEREAS, allowing Licensee to traverse the boundary between FFHP and the Boundary Parcel will not require a change in topography and will be consistent with historic use of FFHP and the management plan; and

WHEREAS, with respect to this License Agreement, the Heritage Trust Advisory Board approved this Agreement on August 4, 2016 and the Board of the Department of Natural Resources approved this Agreement on September 23, 2016.

THIS LICENSE, as conditioned herein, is granted based upon the consideration provided to SCDNR through Licensee's commitments expressed herein and the sum of one dollar.

1. DESCRIPTION OF PREMISES. The premises consist only of the Fort Frederick access road, a gravel access road within the Fort Frederick Heritage Preserve, and the land between the access road and the southern boundary immediately adjacent to Beaufort County Parcel R110 009 000 0211 0000 depicted on **Exhibit A**, attached hereto and incorporated by reference (herein "Premises"). The Premises are only to be utilized for access to the Buffer Parcel by Licensee in support of management activities at FFHP and as otherwise provided herein.

2. AUTHORIZED USE OF PREMISES. Licensee has requested permission from SCDNR to cross over and upon the Premises to: a) facilitate preparation of the Buffer Parcel for utilization as a natural-cover supplemental parking area for visitors to FFHP and b) to maintain the Buffer Parcel for those purposes so long as this License is in effect.

In providing this limited authorization, Licensee may utilize the Premises for ingress/egress solely for these stated purposes. At all times while on the Premises, Licensee must use reasonable care to protect the safety of people, real and personal property and adjacent natural resources. Licensee acknowledges a) the existence of legal access to the Buffer Parcel by means other than coming through FFHP as depicted in the plat recorded in Beaufort County Plat Book 108 at Page 152; b) that this License shall not be construed to grant any real property interest, in whole or part, in any part of FFHP; c) that this License does not authorize the Licensee to impair SCDNR's title in any way; and d) that this License is not intended as any form of permanent dedication for public access. This License is granted pursuant to S.C. Code Ann. §§ 11-35-4850, 50-11-2200, and 51-17- 40(7) & (8).

3. TERM. This License is granted for a term beginning, August 28, 2019, and ending on August 27, 2059, subject to the terms of paragraph 10. Notwithstanding the foregoing fixed term, this License shall automatically terminate if a) the August 28, 2019 Lease and Management Agreement between SCDNR and Licensee is terminated for any reason or b) Licensee discontinues public access to the Buffer Parcel in support of FFHP visitors. The period during which Licensee may access the Premises is twenty-four (24) hours a day, seven days a week except for temporary closures when acts of God or nature render use of the FFHP boat ramp unsafe or when otherwise directed by SCDNR.

4. NOTICES. All notices to be given pursuant to this License shall be addressed, if to SCDNR: Director, South Carolina Department of Natural Resources, Post Office Box 167, Columbia, South Carolina 29202, and if to the Licensee: Beaufort County Administrator, Beaufort County, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given when properly posted with the United States Postal Service.

5. AUTHORIZED REPRESENTATIVES INCLUDED. Except as otherwise specifically provided, any reference herein to "SCDNR" shall include its duly authorized representatives, including the Site Manager. Any reference to "Licensee" shall include only those duly authorized representatives of the Licensee who shall be bound by the terms and conditions of this License.

6. OBSERVATION BY SCDNR SITE MANAGER. The use of the Premises shall be subject to observation by the SCDNR Site Manager. Monitoring of the Licensee shall be a discretionary action for the SCDNR Site Manager and SCDNR assumes no liability for the safety of Licensee's acts or omissions. SCDNR reserves the right to terminate this License based upon the observations of the SCDNR Site Manager. The initial Site Manager for the Premises is Brian Long (LongB@dnr.sc.gov / (803) 609-7057).

7. APPLICABLE LAWS, REGULATIONS AND CONDITIONS. The Licensee shall be bound by the following:

- a. The Licensee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located. Furthermore, Licensee acknowledges that all lands owned by SCDNR are protected under S.C. Code Ann. § 50-11-2200, *et seq.* and S.C. Reg. 123-300, *et seq.* Unless clearly authorized under this instrument, Licensee is otherwise subject to these standard limitations. Licensee also

acknowledges that the Premises are subject to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-10, *et seq.*, the Dedication Agreement and Trust Easement. Licensee will ensure that anyone acting on its behalf under this instrument is aware of and complies with or otherwise does not violate these relevant laws and restrictions.

- b. This License is only valid for the use of the specified Premises and does not provide for the special use of other SCDNR property, buildings, or facilities.
- c. This License is subject to the dominant rights of SCDNR to improve, use, and maintain the Premises and use of the Premises by Licensee must minimize interference with SCDNR's use and management.
- d. No materials or equipment may be stored or disposed anywhere on SCDNR property without written permission of the SCDNR Site Manager.
- e. Licensee will not utilize the Premises during weather conditions that are likely to unduly damage the Premises.
- f. The exercise of the privileges herein granted to Licensee shall be without cost or expense to the State of South Carolina, including the SCDNR.
- g. This License may not be assigned by Licensee without prior written approval of the SCDNR and Department of Administration.

8. CONDITION OF THE PREMISES. The Licensee acknowledges that s/he has inspected the Premises, knows its condition, and understands that access and use of the Premises is granted without any representation or warranties whatsoever and without any obligation on the part of the SCDNR.

9. PROTECTION AND RESTORATION OF PROPERTY. While utilizing the Premises, Licensee shall be obligated to maintain the usefulness of the Premises for SCDNR and the general public. Additionally, the Licensee shall exercise due diligence in the protection of SCDNR's property - including and adjacent to the Premises - against fire or damage from any and all other causes and shall be responsible for any damage that may be caused to the property of SCDNR by the acts or omissions of the Licensee (or anyone acting on behalf of or under Licensee) under this License. Any such damage shall be promptly repaired by Licensee at Licensee's expense to a condition satisfactory to SCDNR. Furthermore, prior to or within thirty days following termination of this License, Licensee shall restore the Premises to a condition satisfactory to SCDNR.

10. SUSPENSION AND TERMINATION. This License may be suspended temporarily by the SCDNR Site Manager in order to conduct SCDNR activities on the Premises, for public necessity, to ensure that the condition of the Premises is not unduly damaged, and/or to compel compliance with this License. This License may be terminated by the SCDNR at will and at any time by delivery of written notice or immediately upon in-person verbal notice to Licensee by the SCDNR Site Manager or his/her superiors. Paragraph 14 of this License shall survive for a period of five years following termination of this License.

11. NATURAL RESOURCES. The Licensee shall cut no timber, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises.

12. HISTORIC PRESERVATION. The Licensee shall not remove or disturb or cause or permit to be removed or disturbed any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Licensee shall immediately notify the Site Manager and protect the site and material from further disturbance until the Site Manager gives clearance to proceed.

13. LICENSEE REPRESENTATIONS AND WARRANTIES. As to any vehicle or equipment under the control of Licensee and traveling upon the Premises, Licensee represents and warrants that each vehicle and equipment travelling upon the Premises is properly maintained and possesses all necessary safety features and equipment for safe operation upon public roadways. Licensee further represents and warrants that all drivers/operators of vehicles and equipment utilized upon the Premises are properly trained and supervised to ensure safe operation.

14. ACKNOWLEDGEMENT AND RELEASE. This License is effective only insofar as the rights of the State of South Carolina, including the SCDNR, in the Premises are concerned, and the Licensee shall obtain any permit or license which may be required by federal, state, or local statute in connection with the use of the Premises. Licensee expressly accepts responsibility for his/her acts, errors, and omissions and releases the State of South Carolina, including SCDNR, from all claims and damages associated with this License or the activities anticipated thereunder.

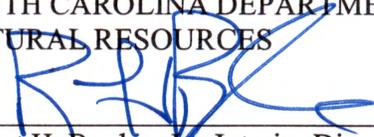
15. INSURANCE. Prior to entering the Premises under this License, Licensee shall have and maintain full liability coverage with the South Carolina Insurance Reserve Fund. Such insurance coverage shall be maintained and effective for the period during which this License is valid.

16. COMPLETE AGREEMENT. This License contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify, or discharge it in whole or in part, unless such agreement is in writing and signed by all parties.

17. GOVERNING LAW. This License shall be governed by and construed pursuant to the laws of the State of South Carolina.

The SCDNR and Licensee hereby agree to be bound by these terms and have entered into this License Agreement this 25th day of June 2019.

SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES

By: 
Robert H. Boyles, Jr., Interim Director

5

BEAUFORT COUNTY

By: Ashley M Jacobs

Name: Ashley M Jacobs

Title: County Administrator

This License is approved in accordance with the S.C. Code § 1-11-65 by the Department of Administration, Division of Facilities Management and Property Services this 28th day of August, 2019.

By: Ashlie N. Lancaster

Ashlie N. Lancaster, Director
Division of Facilities Management and Property
Services Department of Administration

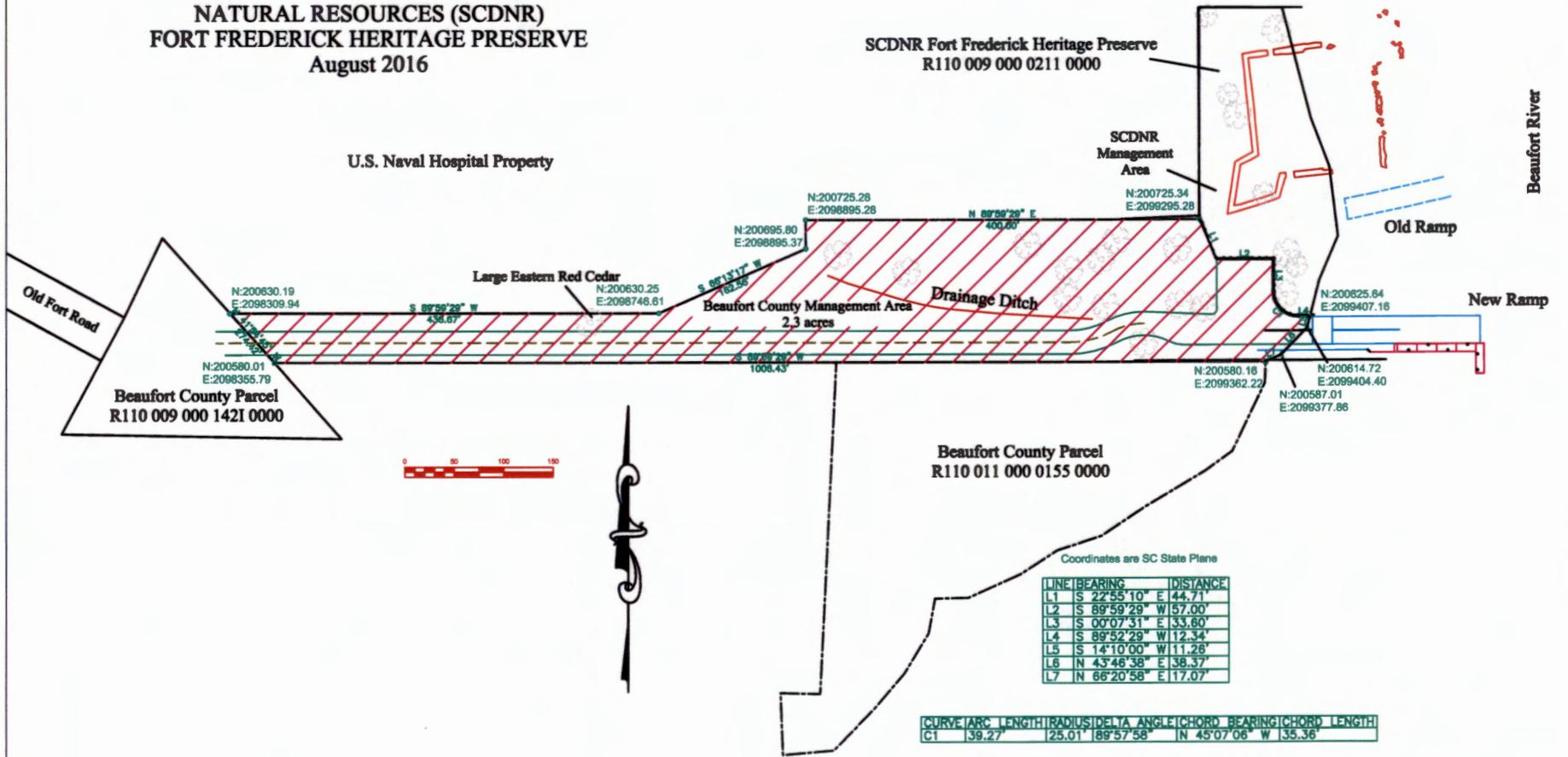
(SCDNR 96-0001(A))

Exhibit A

**Fort Frederick Heritage Preserve
License Agreement**

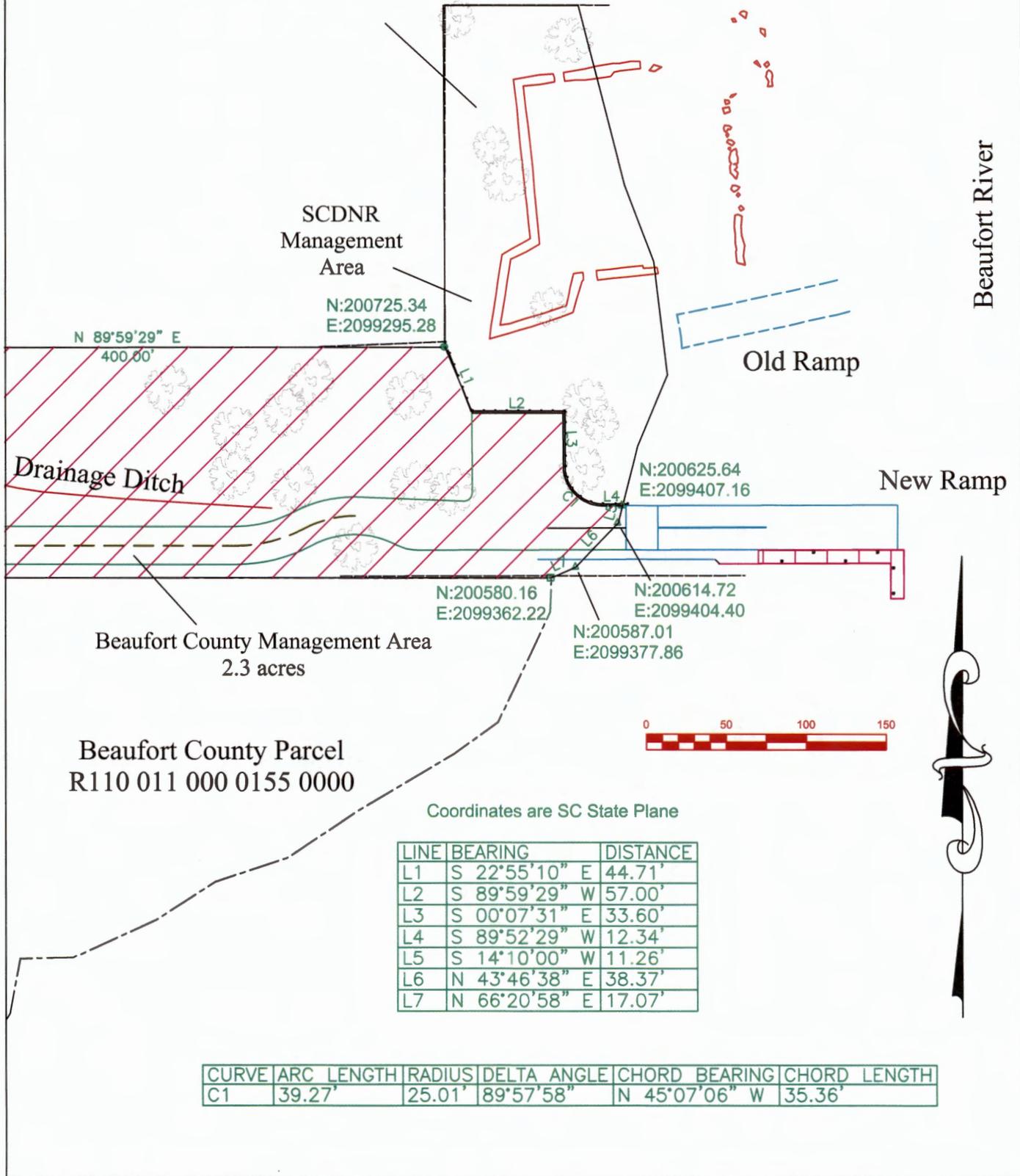
aw

**SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES (SCDNR)
FORT FREDERICK HERITAGE PRESERVE
August 2016**



Handwritten initials

SCDNR Fort Frederick Heritage Preserve
R110 009 000 0211 0000



STATE OF SOUTH CAROLINA)
)
BEAUFORT COUNTY)

LEASE AND MANAGEMENT
AGREEMENT

This Lease and Management Agreement, referred to hereinafter as the "Agreement", is made and entered into this 20th day of August, 2019 by and between the South Carolina Department of Natural Resources, an agency of the State of South Carolina referred to hereinafter as the "Department", and Beaufort County, a political subdivision of the State of South Carolina, referred to hereinafter as the "County".

The Department is authorized pursuant to S.C. Code Ann. §§1-11-55, -56 & -65 and 50-3-100 to enter into this agreement subject to the terms and conditions contained herein. However, this Agreement is not effective until executed by both Department and County and upon approval by the South Carolina Department of Administration.

WHEREAS, the Department owns 3.044 acres of real property in Beaufort County generally known as Fort Frederick Heritage Preserve (FFHP) pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1853 on November 18, 1999;

WHEREAS, the Department holds title to FFHP, which contains the National Register of Historic Places-listed Fort Frederick, subject to such terms and conditions as were included by the United States in the above referenced deed whereby the property was conveyed to the Department;

WHEREAS, the President of the United States did on January 12, 2017 establish the Reconstruction Era National Monument in Beaufort County, which includes FFHP as part of the Camp Saxton unit (82 Fed. Reg. 6167 (Jan. 19, 2017));

WHEREAS, the United States, acting through the Secretary of Interior, did on September 7, 2017 consent to the Department's leasing of a portion of FFHP to the County;

WHEREAS, the Department did establish FFHP as a Heritage Preserve by dedication pursuant to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-80, and the Dedication Agreement recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1861 on November 18, 1999;

WHEREAS, the Department further committed FFHP to the Heritage Trust pursuant to South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-90, and the Trust Easement recorded

Fort Frederick Heritage Preserve
Lease and Management Agreement

in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1867 on November 18, 1999;

WHEREAS, the Heritage Trust Act and associated regulations, S.C. Reg. 123-200, *et seq.*, establish restrictions on the use of real property, including limitations on damage to plants and wildlife and use and alteration of landscape;

WHEREAS, the County is fully informed of the existence of the foregoing instruments and restrictions they contain directly and indirectly through associated laws;

WHEREAS, FFHP contains a primitive boat landing which historically was available for public use prior to site access through the adjacent U.S. Naval Hospital being restricted for security purposes and discontinuation of use by the Department;

WHEREAS, the County is eager to restore use of a public boat landing at the FFHP location and is willing to assume responsibility for management of a portion of FFHP and to undertake the construction and maintenance of a replacement public boat ramp and launching dock on FFHP;

WHEREAS, the replacement public boat ramp and launching dock anticipated for construction at FFHP will have a useful life of 20 to 25 years;

WHEREAS, the County owns a tract of real property in Beaufort County adjacent to FFHP pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 3245 at Page 374 on May 21, 2013 (TMS# R110-009-000-142I-0000) and, by separate instrument, has provided the Department with a permanent right of access to FFHP through said tract pursuant to an Access Easement recorded in the office of the Beaufort County Register of Deeds in Deed Book _____ at Page _____ on _____, 2019;

WHEREAS, the Department is authorized pursuant to S.C. Code Ann. §§ 11-35-4850 & -4860 and 51-17-40(7) & (8) to enter into management agreements;

WHEREAS, with respect to the leasing and management of a portion of FFHP, the Heritage Trust Advisory Board approved this Agreement on August 4, 2016 and the Board of the Department of Natural Resources approved this Agreement on September 23, 2016;

NOW THEREFORE, in consideration of the mutual terms, conditions, and covenants expressed herein, the Department and the County agree as follows:

- 1. SCOPE OF AGREEMENT – This Agreement is entered into by the Department and the County to address: a) the leasing of the Premises as more particularly described in paragraph 2 below, and b) establishment of a management agreement between the Department and the County for a portion of FFHP. Although related, the Department and County have executed separate agreements to address the additional items noted in the recitals.

2. **GRANT OF LEASE** - The Department shall lease to the County and the County shall lease from the Department the real property and improvements in Beaufort County consisting of 2.3 acres, including all rights of ingress and egress, referred to hereinafter as the "Premises", and shown as "Beaufort County Management Area" on a map dated August 2016, entitled "South Carolina Department of Natural Resources (SCDNR) Fort Frederick Heritage Preserve", attached hereto as **Exhibit A** and incorporated herein by reference. Provided however, that this lease is subject to the terms of this Agreement and the Department's retained right of ingress and egress for itself and on behalf of the citizens of South Carolina to access those portions of FFHP not included in the Premises.
3. **DURATION AND TERMINATION** - The initial term of the Agreement shall be for a period of 20 years beginning on the day it is approved by the South Carolina Department of Administration. The term of the Agreement may be extended for two successive periods of 10 years each, provided that such extensions are requested in writing by the County at least 30 days before the expiration of the term and acknowledged in writing by the Department. If any term is not extended, the Agreement shall terminate upon the expiration of the term without the necessity of notice by either party. Furthermore, the Agreement shall terminate upon written notice by either party in the event that i) complete funds for construction of the replacement boating access facility at FFHP are not secured by the County within two years or ii) the County ceases to use or intends to cease use of the Premises for the purposes expressed herein or otherwise defaults or breaches any obligation herein. Notwithstanding the foregoing, the County's obligations under paragraphs 8, 9, and 13 shall survive beyond termination.
4. **CONSIDERATION** - In exchange for the privileges and benefits provided by the Department under this Agreement, the County agrees to promptly and completely perform all of its obligations established herein, including both direct and contingency obligations. Furthermore, while this Agreement is in effect and prorated accordingly, the County assumes responsibility for any general or specific real and personal property taxes or governmental fees, which may have been or may be assessed on FFHP (not just the Premises).
5. **USE OF PREMISES** - The County shall only use the Premises for a public boat landing consistent with the applicable considerations and requirements outlined in the recitals above and detailed herein. Furthermore, the Premises shall not be used in any manner that violates the requirements of any insurer of the Premises, or violates any law, statute, ordinance, rule, or regulation of any governmental organization having jurisdiction over the Premises, including without limitation laws and regulations relating to sewerage or waste disposal, or intended to protect the environment, or to regulate the possession, use, or disposal of hazardous materials, or which would otherwise constitute a nuisance.

Furthermore, County acknowledges that all lands owned by the Department are protected under S.C. Code Ann. § 50-11-2200, *et seq.* and S.C. Reg. 123-300, *et seq.* Unless clearly authorized under this instrument, the County is otherwise subject to these standard limitations. The County also acknowledges that the Premises are subject to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-10, *et seq.*, the Dedication Agreement and Trust Easement. The County will ensure that anyone acting on its behalf under this instrument is aware of and complies with or otherwise does not violate these relevant laws and restrictions. The County represents and warrants that it shall use the Premises for the limited purposes expressed herein. The parties agree that the Department has relied upon this representation in the making of this Agreement, and that this representation forms the essence of the Agreement.

The County agrees to comply and will require any agent acting under its authority to comply with the terms of the July 1998 Fort Frederick “Application for Federal Surplus Property for Public Park or Recreation Purposes” (**Exhibit B**) and Quitclaim Deed (**Exhibit C**), which include but are not limited to:

- a. Civil Rights Act of 1964 – The County and any other party acting on its behalf under this Agreement shall comply with all requirements imposed by or pursuant to the regulations of the Department of Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964.
- b. Architectural Barriers Act of 1968 and Rehabilitation Act of 1973 - The County and any other party acting on its behalf under this Agreement shall comply with all requirements imposed by or pursuant to the regulations of the Architectural Barriers Act of 1968 and Rehabilitation Act of 1973 as amended.
- c. Public Park and Recreation Purposes – The Premises may only be used for public park and recreation purposes.
- d. Archeological and Cultural Resources – The County must be on the lookout for archeological and cultural resources during its construction activities and shall take appropriate action should any artifacts be discovered. The County must comply with 36 C.F.R. Part 800 and prior to any alteration or construction on the Premises the County must consult with the State Historic Preservation Office. Furthermore, the County must comply with Section 106 of the National Historical Preservation Act of 1966, as amended.
- e. Environmental Considerations – The County must comply with the National Environmental Policy Act of 1969, Clean Water Act of 1977, and Executive Order 11990 (May 24, 1977) for Floodplain Management, as amended.

The County shall provide the Department with at least 10 days prior written notice of any proposed submission it intends to make, promptly provide the Department with communication it receives related to the foregoing or similar items, and must provide the Department with a copy of any such final submissions.

The County may not act or fail to act in any manner which would breach the Department's obligations under the July 1998 Fort Frederick "Application for Federal Surplus Property for Public Park or Recreation Purposes" (**Exhibit B**) and Quitclaim Deed (**Exhibit C**), which are incorporated herein by reference. Likewise, the County has no authority under this Agreement to alter or impair the Department's title and no use or action by the County shall support or give rise to a claim of easement or any other real property interest.

6. **MANAGEMENT ACTIVITIES** - The parties acknowledge that the Premises are subject to the Management Plan (approved September 23, 2016) for the Fort Frederick Heritage Preserve as now exists and as may be revised from time to time by the Department (**Exhibit D**), incorporated herein by reference. The County shall manage the Premises in accordance with the management plan as provided in South Carolina Code § 51-17-80, *et seq.*, as amended.

The County shall be responsible for day-to-day management of the Premises consistent with the terms of this Agreement and all laws applicable to Heritage Trust properties, including S.C. Reg. 123-200, *et seq.* The County and the Department shall cooperate in the enforcement of rules and regulations applicable to the Premises consistent with relevant law and the purposes expressed herein. The County shall ensure that use of the Premises by the County or other permitted users, including the public, provide adequate protection for cultural resources and for any and all rare, threatened, or endangered species as may be identified upon assessment by the Department from time to time. Through use of its own funds the County agrees to maintain the Premises including the courtesy dock, boat ramp, parking area, access roads and other related amenities such that the facility is in a good state or repair, litter/trash is collected and removed in a timely manner, vegetation is trimmed or removed and directional signs or markings are repaired. Further, the County agrees to inspect the Premises at least twice a year for maintenance needs and to provide regular police patrols. The County will provide safety and emergency services to the public who use the Premises and will insure that the Premises are regularly patrolled to ensure the safety of the public and the property.

The County shall not use the Premises, nor shall the County allow the Premises to be used for any other purpose, including without limitation camping, storage, or commercial activity. The County may not charge fees to the public for use of the Premises, boating

access facility, or public recreational area. The County agrees that the replacement public boating access facility will be open twenty-four (24) hours a day, seven days a week and will remain open except for temporary closures when acts of God or nature render use of the facility unsafe or when otherwise directed by the Department.

7. **IMPROVEMENTS** - Except where Department-approved improvements are installed, the County shall maintain the Premises in its natural condition in a manner consistent with the purposes expressed herein. Any improvements upon the Premises, if authorized by the Department, must meet the following conditions and, under this Agreement, shall be at no cost to the Department. Design and construction standards shall meet or exceed those required for the State of South Carolina (see S.C. Code § 10-1-180) and, following review and approval by the Department, plans for any improvement must be reviewed and approved by the Office of State Engineer prior to commencement of any site preparation or construction work. The County shall prepare a site plan, building plans, and specifications as applicable for review and approval by the Department and Office of State Engineer prior to the commencement of any site preparation or construction activities. In the interest of protecting sensitive features upon the FFHP, the Department may require special elements be incorporated into construction plans. The County shall be responsible for obtaining any applicable permits, licenses, certification, or authorizations which may be applicable to the improvements or associated activities and shall be responsible for all obligations associated with such authorizations. The County shall construct the improvements in a workmanlike manner in compliance with said specifications, subject to all applicable laws, ordinances, and building codes. The County shall be responsible for the maintenance and repair of all improvements constructed on the Premises for the duration of the Agreement. The County shall remove all improvements made by the County in accordance with this agreement and restore the Premises to its original condition at the end of the Lease term.
8. **LIABILITY INSURANCE** - The County shall maintain full liability coverage with the South Carolina Insurance Reserve Fund and such insurance coverage shall be maintained and effective for the duration of the Agreement and as may be necessary to provide coverage for any period of risk under this Agreement.
9. **HAZARDOUS MATERIALS** - The County shall not cause, permit, or allow any hazardous substances to be generated, used, stored, or disposed of on the Premises. If any hazardous substances are generated, used, stored, or disposed of on the Premises, or if the Premises becomes contaminated for which the County is deemed legally liable, the County shall indemnify, defend, and hold harmless the Department for any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, including without limitation diminution of value or adverse impact on marketability of the Premises, and any and all sums paid for settlement of claims, attorney's fees, consultant's fees, or expert witness' fees arising from such contamination or legal liability of the County. This indemnification includes without limitation any and all costs incurred

because of any investigation, clean-up, removal, or restoration required by any state, federal, or local agency or political subdivision. Furthermore, if the County causes, permits, or allows the presence of any hazardous substance resulting in contamination on the Premises, the County shall and at its own expense take any and all actions necessary to restore the Premises to the condition existing before such contamination; provided however that the County shall first obtain the Department's approval for such remedial action. As used herein, the term "hazardous substance" means any substance that is toxic, ignitable, reactive, or corrosive, and which is regulated by any state, federal, or local governmental authority; and specifically includes without limitation any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste", or "hazardous substance" pursuant to state, federal, or local law; and also specifically includes without limitation asbestos, petroleum, and polychlorinated biphenyls ("PCBs"). The indemnification and hold harmless commitments above shall apply to the County to the maximum extent allowable by law.

- 10. LESSOR'S RIGHTS OF ENTRY AND TEMPORARY CLOSURE- The Department specifically reserves the right to enter the Premises for purposes of inspection to determine the County's compliance with this Agreement, to perform its obligations under this Agreement, to enforce all laws applicable within its jurisdiction, and otherwise to pursue its rights and obligations under this Agreement. The Department also specifically reserves the right to require temporary closure of or restricted access to the Premises if needed to conduct Department activities (including archeological excavations or management activities) upon FFHP or for public safety reasons.
- 11. TRANSFER OR SUBLETTING - The County may not assign or transfer its rights under this Agreement.
- 12. NOTICES - Any and all notices permitted or required by this Agreement shall be served upon the respective parties by means of certified mail, return receipt at the addresses shown below:

South Carolina
 Department of Natural Resources
 Office of Chief Counsel
 Post Office Box 167
 Columbia, South Carolina 29202

Beaufort County Administrator
 Beaufort County
 P.O. Drawer 1228
 Beaufort, South Carolina 29901-1228

- 13. **DEFAULT / REMEDIES / WAIVER** - The following shall constitute events of default:
 - (a) County fails to comply promptly and completely with any term, provision, obligation, or covenant under this Agreement; or
 - (b) County shall fail to vacate the Premises immediately upon the expiration of the term.

In the event of default, the Department may, at its discretion, terminate the Agreement. Upon termination of the Agreement, the County shall immediately surrender and vacate the Premises. Furthermore, prior to or within thirty days following termination of this License, Licensee shall remove the improvements and restore the Premises to a condition satisfactory to SCDNR. The Department shall be entitled to enter upon and take possession of the Premises with or without process of law, to expel or remove the County and all who may occupy the Premises, and to remove any and all property from the Premises without threat of trespass, forcible entry, wrongful detainer, or conversion, and without incurring any liability for any damages resulting therefrom. The County shall reimburse the Department for any and all expenses incurred as the result of the County's non-compliance or default. Any and all property removed from the Premises by authority of this provision shall be handled, removed, or stored at the risk and expense of the County. The County shall reimburse the Department for any and all costs incurred under authority of this provision. Any and all such property not reclaimed by the County within 30 days may be claimed by the Department.

The failure of either party to demand strict performance of the terms of this Agreement by the other party shall not be deemed a waiver of any rights, obligations, or remedies under this Agreement or applicable law.

- 14. **GOVERNING LAW** - This Agreement shall be governed and enforced under the laws of the State of South Carolina.
- 15. **AUTHORITY TO SIGN** - The persons signing this Agreement represent and warrant that each is duly and lawfully authorized to execute this Agreement on behalf of the County and Department respectively. Furthermore, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all parties shall have not signed the same counterpart.
- 16. **ENTIRE AGREEMENT** - This written Agreement expresses the entire Agreement between the parties. All prior communications between the parties, whether written or oral, are merged into this Agreement. No amendment shall be binding upon the parties unless made in writing subsequent to the execution of this Agreement. In the event that any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall remain in full force and effect.

{Signature pages follow.}

IN WITNESS WHEREOF the County and the Department, by and through their authorized representatives, sign, seal, and deliver this Agreement this 20th day of June, 2019.

WITNESSES:

Sarah W. B.
Karla Fenell

Beaufort County

By: Ashley M Jacob

Name: Ashley M Jacobs

Title: County Administrator

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged before me this 20th day of June, 2019 by Ashley M. Jacobs of Beaufort County, by duly authorized action, for the purposes set forth herein, on behalf of the County.

Witness my hand and official seal this the 20th day of June, 2019.

Cheryl H. Harris (SEAL)

Notary Public for South Carolina

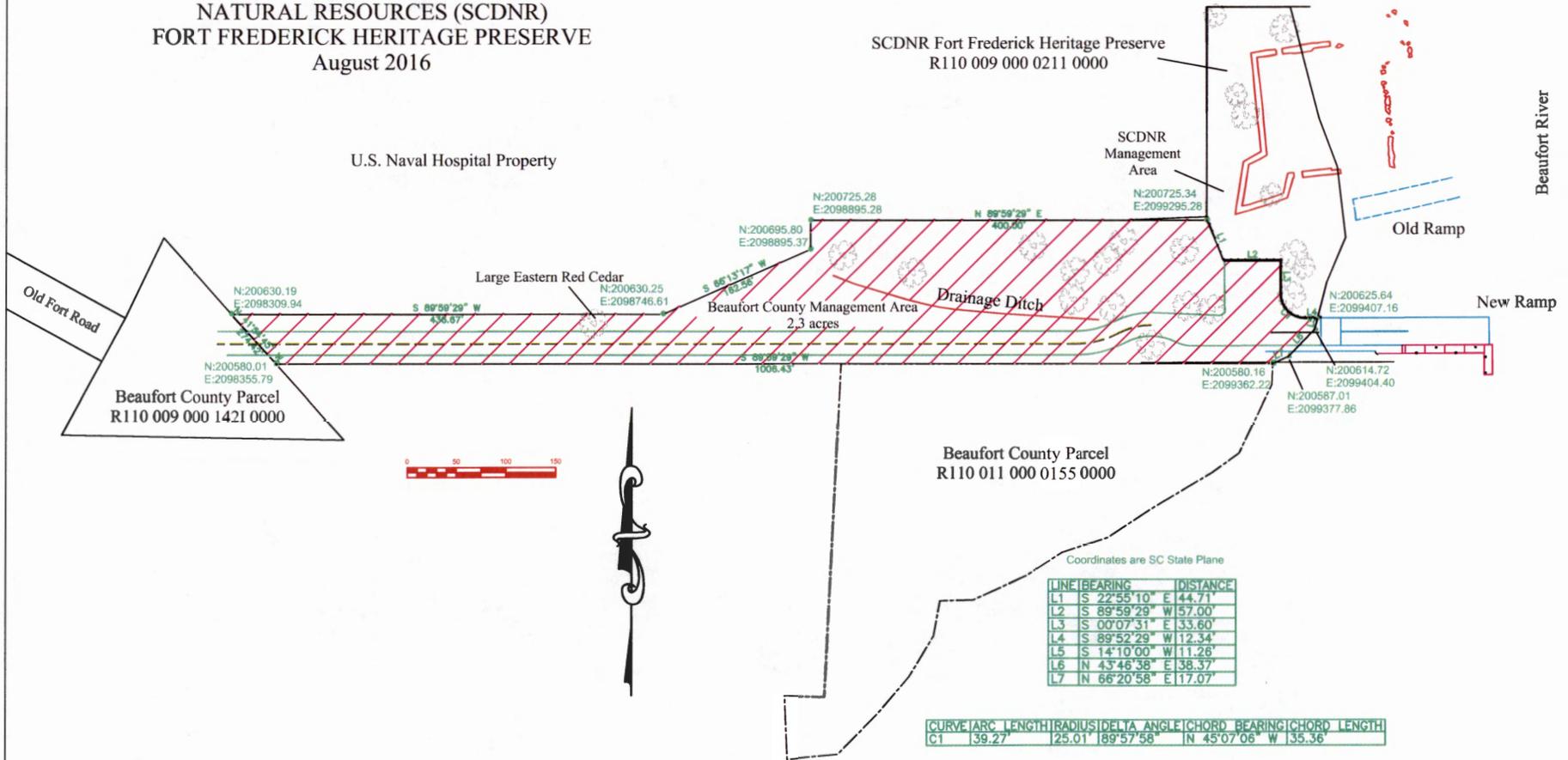
My Commission Expires: 8/24/2028

Cheryl H. Harris
Notary Public, State of South Carolina
My Commission Expires August 24, 2028

Exhibit A

62

SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES (SCDNR)
FORT FREDERICK HERITAGE PRESERVE
August 2016



Handwritten initials/signature.

SCDNR Fort Frederick Heritage Preserve
R110 009 000 0211 0000

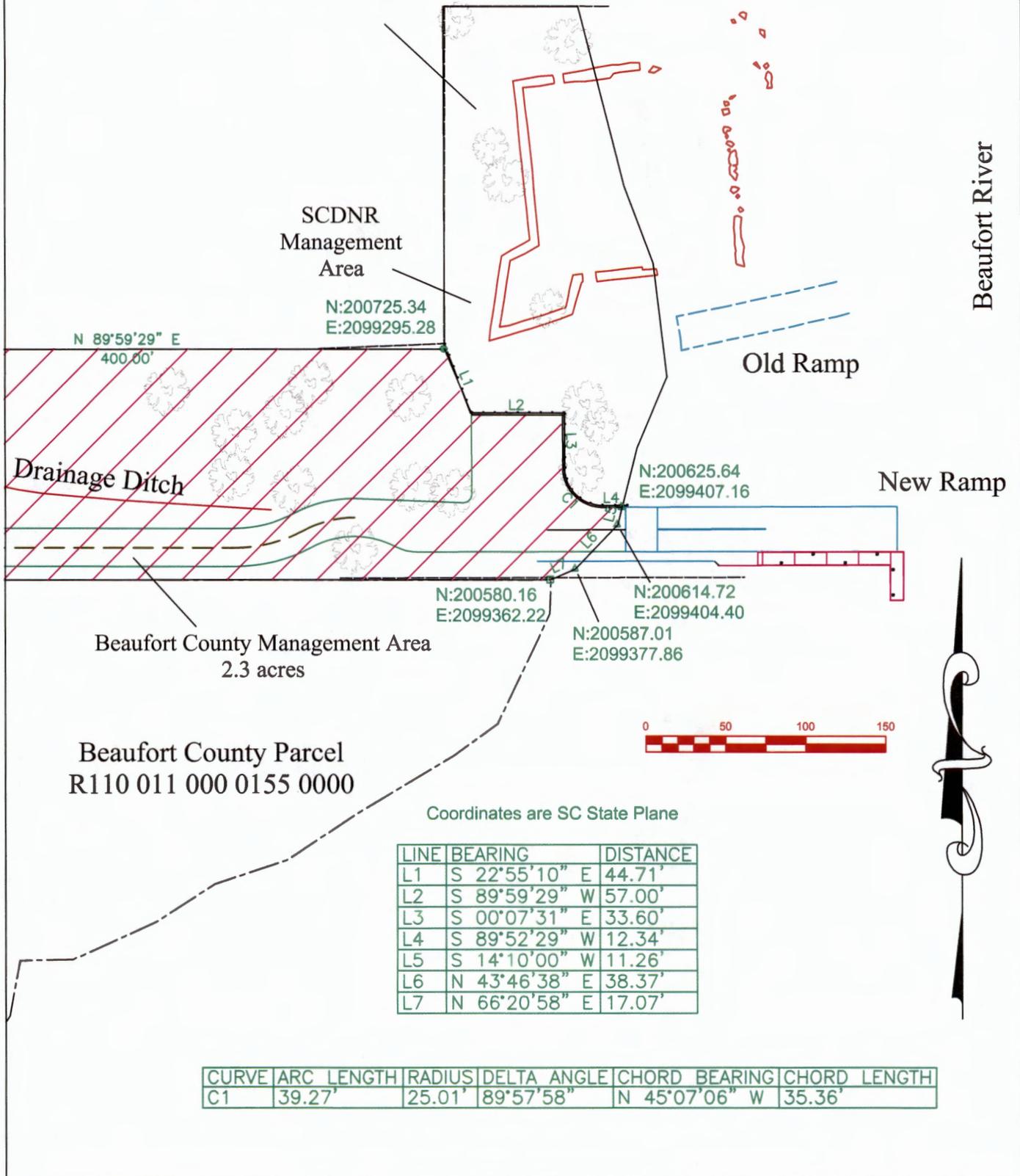


Exhibit B

**APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATION PURPOSES**

FORT FREDERICK

**SUBMITTED TO:
U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
SOUTHEAST REGIONAL OFFICE**



**SUBMITTED BY:
STATE OF SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES
HERITAGE TRUST PROGRAM**



JULY 1998

A handwritten signature in blue ink, appearing to be "al", is located in the bottom right corner of the page.

APPLICATION FOR FEDERAL SURPLUS PROPERTY
FOR PUBLIC PARK OR RECREATION PURPOSES

PART A

TO: National Park Service
Southeast Regional Office
75 Spring Street, SW
Atlanta, GA 30303

The undersigned State of South Carolina Department of Natural Resources hereinafter referred to as the applicant or Grantee, acting by and through Christopher Judge, Heritage Trust Archaeologist, Post Office Box 167, Columbia, South Carolina 29202, (803) 734-3753, hereby makes application to the United States pursuant to Section 203(k)(2) of the Federal Property and Administrative Services Act of 1949 (63 STAT.387), as amended, and in accordance with the rules and regulations of the Department of the Interior, for the transfer of the following property which has been declared surplus by the General Services Administration and is subject to assignment to the Secretary of the Interior for disposal for public park or recreational purposes:

- (Portion) US Hospital, Beaufort, South Carolina.
- GSA Control Number 4-N-SC-489A.
- Total acreage requested for park or recreation purposes only: 3.044 acres.
- The property is more fully described in Part B of this application, attached hereto and made a part thereof.
- Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

1. This application and its acceptance by the Department of the Interior shall constitute the entire agreement between the Applicant and the Department of the Interior, unless modified in writing signed by both parties.
2. The descriptions of the property set forth above are believed to be correct, but any error or omission shall not constitute ground or reason for non-performance of the agreement resulting from the acceptance of this application.
3. It is understood that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the

purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted.

4. The Applicant agrees to assume possession of the property within fifteen (15) days of any written request given by the Department of the Interior after the property has been assigned to the Department of the Interior by the General Services Administration. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 A.M., local time, of the 16th day after such request by the Department of the Interior. The word "possession" shall mean either actual physical possession or constructive possession.
5. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Federal Government in lieu of taxes.
6. At the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
7. The Applicant shall on a mutually agreeable date not later than thirty (30) days after the property has been assigned to the Department of the Interior, or such longer period as may be agreed upon in writing, tender to the Department of the Interior the purchase price, if a purchase price is due.
8. Conveyance of the property shall be accomplished by an instrument, or instruments, in form satisfactory to the Department of the Interior without warranty, express or implied, and shall contain reservations, restrictions, and conditions substantially as follows:
 - A. That the Grantee shall forever use the property in accordance with its application and the approved Program of Utilization included in Part B of this application.
 - B. That the Grantee shall, within six (6) months of the date of the signing of the Deed of Conveyance, erect and maintain a sign or marker near the point or principal access to the conveyed area indicating that: the property is a park or recreation area; has been acquired from the Federal Government for such use; is or will be made available for use by the general public.

- C. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved program mentioned under the above Item A through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior is obtained in writing to such agreements.
- D. The Grantee shall prepare biennial reports setting forth the use made of the property during the preceding two-year period and submit it to the appropriate Regional Office of the National Park Service for ten consecutive reports and as further determined by the Secretary of the Interior.
- E. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.
- F. The Federal Government shall have the right to reserve all oil, gas, and mineral rights.
- G. Title to the property transferred shall revert to the United States at its option in the event of non-compliance with any of the terms and conditions of disposal.
9. The Program of Utilization included in Part B of the application may be amended at the request of either the Applicant or the Federal Government with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and shall be consistent with purposes for which the property was transferred. The Applicant further agrees to furnish such data, maps, reports, and information as may be needed by the National Park Service.
10. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole costs and expense. The Federal Government will, however, cooperate with the Applicant or its authorized agent in this connection and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgements in condemnation proceedings, or other documents relating to the title of the premises and

property involved as it may have available. It is understood that the Federal Government will not be obligated to pay for any expenses incurred in connection with title matters or survey of the property.

11. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by federal and local law. All instruments of conveyance and security documents shall be recorded within thirty (30) days of their receipt in the manner prescribed by local recording statutes at the Applicant's expense.
12. "Assurance of Compliance with the Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964:"

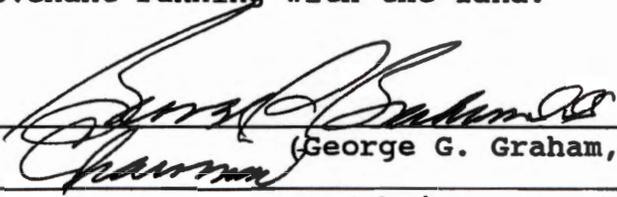
The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the Applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

The Applicant agrees that (1) the program for or in connection with which any property covered by this application as transferred to the Applicant will be conducted in compliance with, and the Applicant will comply with and require any other person (any legal entity) who through contractual or other arrangements with the Applicant is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be subject in all respects to the provisions of said regulations; (3) the Applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; (5) this agreement shall be binding upon the successors and assigns of the Applicant.

13. "The applicant agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718) the Architectural Barriers Act of 1968 as amended by Public Law 91-205 of 1970 (84 Stat. 49) to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, The Rehabilitation Act of 1973 (87 Stat 394) that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity

receiving Federal financial assistance."

It is agreed that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States, incorporating the substance of the foregoing agreement such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition and (b) a covenant running with the land.



(George G. Graham, DDS)

(Chairman-DNR Board)

July 17, 1998
(Date)

P.O.Box 167, Columbia, S.C. 29202

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this ___ day of _____, 19__.

U.S. DEPARTMENT OF THE INTERIOR

By _____

JUSTIFICATION FOR ACQUISITION OF PROPERTY
AND PROGRAM OF DEVELOPMENT AND UTILIZATION

PART B

DESCRIPTION OF PROPERTY

A 3.044 acre parcel of land containing the ruins of Fort Frederick located along the southern boundary of the U.S. Naval Hospital and being situate on Port Royal Island in Beaufort County, South Carolina and being more particularly described as follows:

Commence at a concrete monument on the westerly bank of the Beaufort River being the southeasterly most corner of the U.S. Naval Hospital property for the POINT OF BEGINNING:

Thence N 89°45'50" W for 853.65' to a concrete monument;
Thence N 89°53'20" W for 152.70' to a concrete monument;
Thence N 41°59'10" W for 67.97", more or less, to a point;
Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing chainlink fence for 436.67' more or less, to a point;
Thence N 66° 27'58" E parallel to and 1.5' southeasterly of an existing 7' high chainlink fence for 162.56', more or less, to a point;
Thence N 00° 14'10" E parallel to and 1.5' easterly of an existing 7' high chainlink fence for 29.48', more or less, to a point;
Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing 7' high chainlink fence for 400.0', more or less, to a point;
Thence N 00° 14'10" E parallel to and 1.5' easterly of an existing 7' high chainlink fence for 215.0', more or less, to a point
Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing 7' high chainlink fence for 71.93', more or less, to a point on the westerly bank of the Beaufort River;
Thence S 01° 05'10" W along the westerly bank of the Beaufort River for 360.04, more or less, to the POINT OF BEGINNING, containing 2.66 acres, more or less.

NOTE: This description was compiled from existing records and other sources and must be verified by an on the ground survey.

A plat of the property is attached and marked Exhibit I. It shows that portion of the Federal property Beaufort County is applying for, and a copy of a map, Exhibit II, showing the relation of that portion to the entire tract.

Physical characteristics of the 3.044 acres located on the southeastern portion of the Navy property are as follows:

- Minimal vegetative cover with some trees situated on the site.
- An existing boat ramp on the Beaufort River

- Ruins of Fort Frederick
- Photographs are included, Exhibit III.
- As mentioned above, the ruins of Fort Frederick are located on this property. This site is on the National Register of Historic Places.

NEED

In 1990 the SC Heritage Trust Program undertook a study to identify the 100 most critically significant archaeological and historical sites in the state. The purpose of the study was to determine the state's most significant resources and subsequently to attempt to bring some level of protection to each site through registration, conservation easement, or by gift, bargain sale or outright purchase.

The Fort Frederick site was ranked as #30 on the Statewide Assessment of Cultural Sites (Exhibit IV). On 12/31/74 the site was placed on the National Register of Historic Places at a national level of significance.

Fort Frederick is located in Beaufort County, South Carolina. This fort is also known as Fort Prince Frederick and was constructed of oyster shell, lime, and timber (Wallace 1984), between 1730 and 1734 to replace the older Fort Beaufort. This fort was built to defend against the Spanish. It is a relatively small fort (125 feet by 75 feet), with only one bastion on the southwest side. The eastern wall was lined with a battery and cannon. The interior of the fort held a barracks and a magazine. It was garrisoned by the Independent Company of Foot British Regulars until their transfer to Georgia in 1736. Provincial scout boats were stationed here periodically (Low Country Council of Governments 1929:67). This site was rated by archaeologist Ramona Grunden who gave this site a score of 303 points. In her evaluation of this site for the Heritage Trust Ms. Grunden states:

At first sight Fort Frederick is not impressive and it was not the scene of any great battles. It is the oldest verifiable tabby structure in South Carolina, it was garrisoned, and General Ogelthorpe got the idea to use tabby at Fort Frederick. Its location at the Naval Hospital affords decent protection from vandalism, but it is subjected to severe erosion, no doubt exacerbated

by the boat ramp. Nevertheless, it is a beautiful early to mid 18th century site with a high potential for good subsurface integrity (Judge and Smith 1991:65).

The County of Beaufort has maintained a public boat landing at Fort Frederick for over twenty five years. The landing is one of 27 such landings in Beaufort County (tied for most landings in a coastal county with Charleston). Erosion by the Beaufort River and wakes caused by boat traffic have damaged the Fort. The SCHTP plans to dedicate the Fort as a South Carolina Heritage Preserve. As trustee, the SCDNR Board is responsible for seeing that the land is protected. The public is specified as the beneficiary, especially those living near the Heritage Preserve and those having a technical or professional interest in it. Thus the Heritage Trust offers the added protection of giving the public the ability to enforce the terms of a conveyance to the state.

SUITABILITY

The Fort Frederick site was approved as a potential Heritage Preserve acquisition by the Heritage Trust Advisory Board on August 15, 1991. Tourism is an important aspect of Beaufort County and this site will be used to interpret early British defenses of the area.

There are no known reservations or restrictions on the site.

The State of South Carolina understands that the site can only be used/developed as a recreational site.

Exhibit V is a site map showing the 3.044 acre property and its proximity to the Naval Hospital.

Another outstanding historic resource, Camp Saxton, is located immediately adjacent to the Fort Frederick property and would supply auxiliary benefit as an additional historic resource (see Exhibit IV). The Camp Saxton site is an approximately six acre wooded and green spaced site, bounded on the east by the Beaufort River, on the west by the complex at the United States Naval Hospital Beaufort, on the north by the boat basin off the Beaufort River, and on the south by the ruins of Fort Frederick. Camp Saxton was where the first African-American regiment of the Union Army, the 1st South Carolina Volunteers, was recruited and trained. It is also the site where liberated sea island slaves heard a reading of the Emancipation Proclamation on New Year's Day 1863. The site was listed on the National Register of Historic Places on February 2, 1995, at a national level of significance.

Ingress and egress at the subject property will be via the main gate to the Beaufort Naval Hospital. Signs direct visitors from the gate to the site. (See attached letter).

CAPABILITY

The SCDNR's Heritage Trust Program was established in 1974 SC Code of Laws (51-17-10 through 51-17-150). Heritage Trust is an opportunity to save by design those things that were saved for us by chance. The Heritage Trust is an assurance that South Carolina's cultural and natural heritage will be protected for future generations of South Carolinians. Currently the SCHTP manages 54 Heritage Preserves totaling over 74,000 acres statewide.

Fort Frederick will be maintained as a passive park. Funds to develop, maintain, and operate the property will come from the Heritage Land Trust Fund. The site will be managed by the Heritage Trust Archaeologist who will be responsible for organizing and implementing a volunteer stewardship committee made up of interested local citizens.

PROGRAM OF UTILIZATION

(A) Program of Utilization

The applicant proposes to dedicate the 3.044 acre Fort Frederick site as a South Carolina Heritage Preserve. A small parking area will be constructed, an interpretive sign will be erected, a stewardship committee will be organized, and a preserve guide will be prepared for visitors which includes rules and regulations governing the use of the preserve, a short history of the site and map with directions to the site.

(B) Schedule of Development Section

<u>Period</u>	<u>Action</u>	<u>Estimated Cost</u>
1998	Acquire Land	Donation
1998/9	Site improvements	\$6,000

(C) Site Development Plan

Exhibit VI is the draft site development plan. This is a several year plan as outlined above in the schedule of development section.

(D) Historic Values Plan Section

All development and enhancement of this property will be compatible with protecting the historical and archaeological integrity of Fort Frederick. The sole purpose of acquiring this property is to preserve this historic site and open it for passive educational and recreational purposes.

Exhibit I

PROGRAM UTILIZATION

The site will be utilized as a South Carolina Heritage Preserve, a system of 54 preserves statewide protecting various rare plant communities, rare animal habitats and archaeological and historical sites. The boat ramp into Beaufort River will remain open for recreational boating and fishing.

Exhibit IV

RESOLUTION

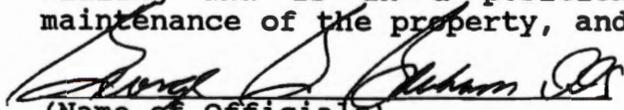
Whereas, certain real property owned by the United States, located in the County of Beaufort, State of South Carolina, has been declared surplus and at the discretion of the General Services Administration, may be assigned to the Secretary of the Interior for disposal for public park or recreation purposes, under the provisions of Section 203(k)(2) of the Federal Property and Administrative Services Act of 1949 (63 Stat. 387), as amended, and rules and regulations promulgated pursuant thereto, more particularly described as follows:

- (1) (Portion) US Hospital, Beaufort, South Carolina.
- (2) GSA Control Number 4-N-SC-489A.
- (3) Total acreage requested for park or recreation purposes only: 3.044 acres.

The property is more fully described in Part B of this application, attached hereto and made a part thereof.

Whereas, the South Carolina Department of Natural Resources, needs and will utilize said property in perpetuity for a public park or recreation area as set forth in its application and in accordance with the requirements of said Act and the rules and regulations promulgated thereunder;

Now, Therefore, Be It Resolved, that the South Carolina Department of Natural Resources shall make application to the Secretary of the Interior for and secure the transfer to it of the above mentioned property for said use upon and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the Secretary of the Interior, or his authorized representative, may require in connection with the disposal of said property under said Act and the rules and regulations issued pursuant thereto; and Be It Further Resolved that the South Carolina Department of Natural Resources has legal authority, is willing and is in a position to assume immediate care and maintenance of the property, and that



(Name of Officials)

George G. Graham, DDS



(Title of Officials)
Chairman - DNR Board

he or she is or they are hereby authorized, for an on behalf of the South Carolina Department of Natural Resources to do and perform any an all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the Federal surplus property acquisition.

SC Department of Natural Resources Board
(Legal Title of Governing Body of Applicant)
Post Office Box 167, Columbia, SC 29202
(Address)

I, George G. Graham, DDS, hereby certify that I am the Chairman, of the SC Department of Natural Resources Board; and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said the SC Department of Natural Resources Board, the 14th day of July, 1978, at which a quorum was present.


(Signature of Certifying Officer)

REFERENCES CITED

Judge, Christopher and Steven D. Smith

1991 Acquiring the Past for the Future: The South Carolina Heritage Trust Statewide Assessment of Cultural Sites. Research Manuscript Series 213, South Carolina Institute of Archaeology and Anthropology, Univ. of South Carolina, Columbia.

Low County Council of Governments

1979 Historic Resources of the Lowcountry: A Regional Survey of Beaufort County, South Carolina; Colleton County, South Carolina; Hampton County, South Carolina; Jasper County, South Carolina. Low Country Council of Governments, Yemassee, South Carolina.

Wallace, David Duncan

1951 South Carolina: A Short History: 1520-1948. University of South Carolina Press, Columbia.

FORT FREDERICK
LIST OF EXHIBITS

- | | |
|-------------|-------------------------------------|
| Exhibit I | Plat of Fort Frederick |
| Exhibit II | Map of Naval Hospital |
| Exhibit III | Fort Frederick Site Photographs |
| Exhibit IV | Civil War Era Map of Fort Frederick |
| Exhibit V | Site Map |
| Exhibit VI | Site Development Plan |

fedappl.95d

Exhibit I



NORTH

NAVAL HOSPITAL
BEAUFORT, SOUTH CAROLINA

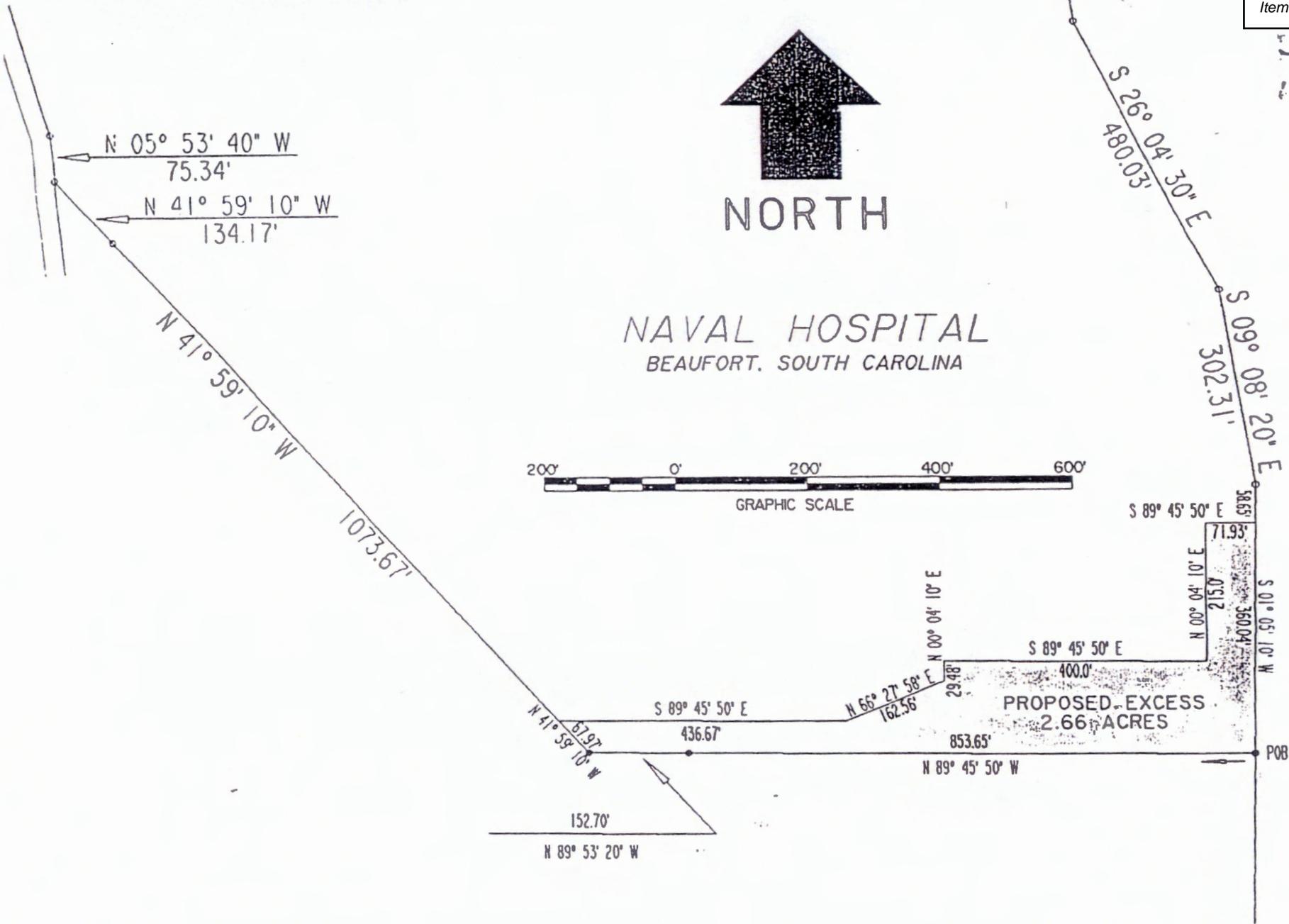
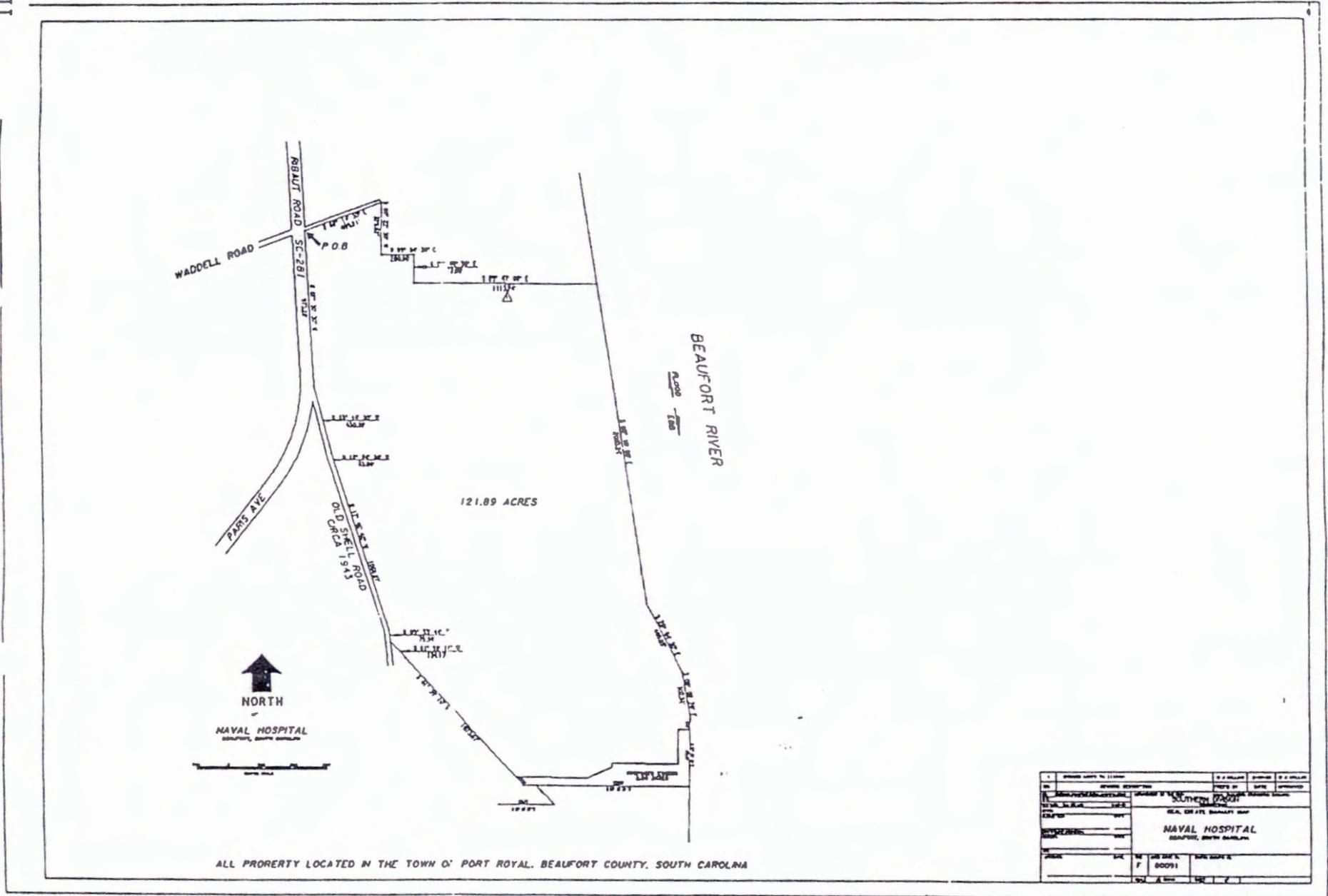
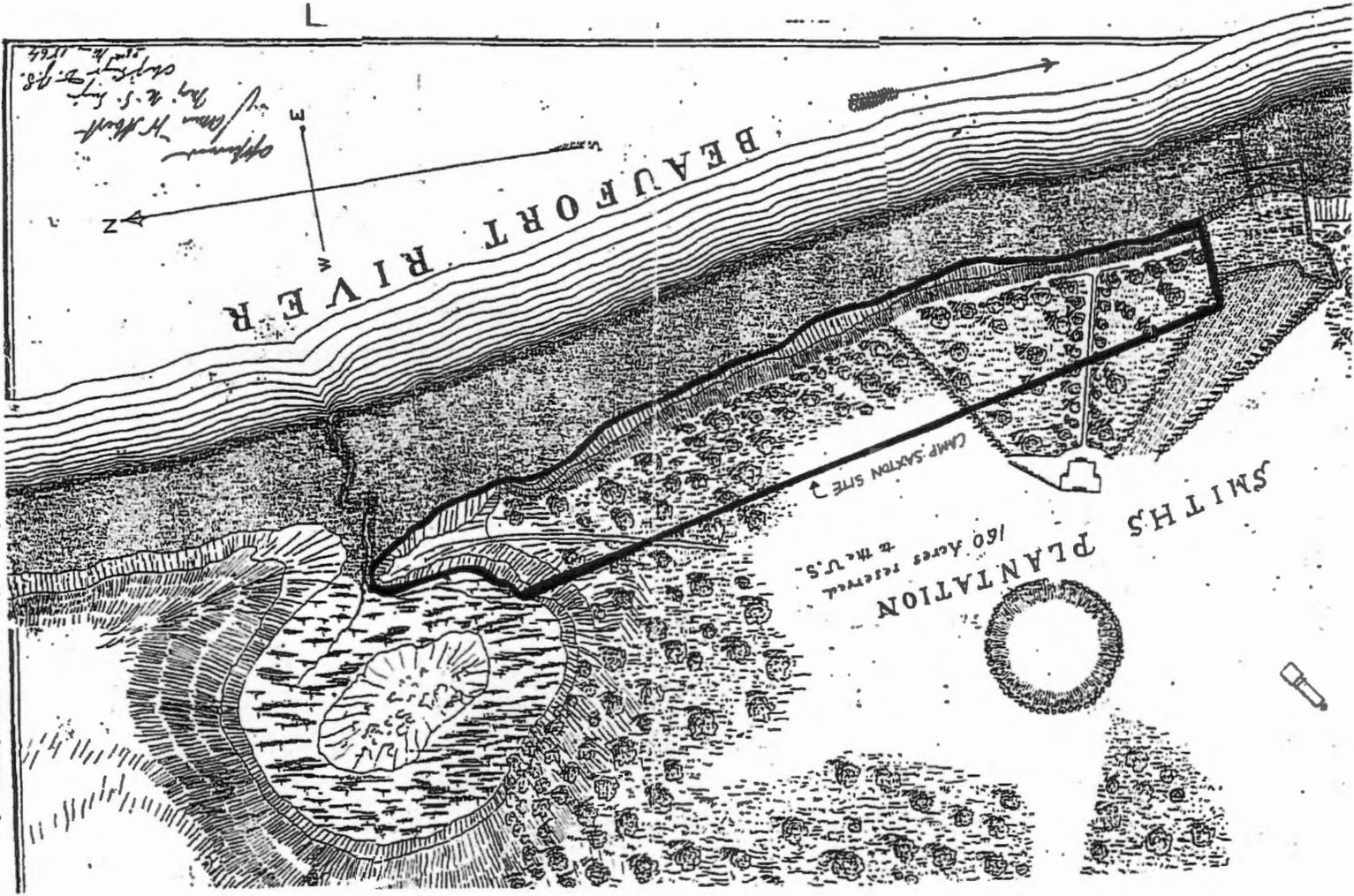


Exhibit II



1864 Map Prepared for the United States Army, approved 26 May 1864 by Major James M. Abert, Chief of Engineers, Department of the South, U.S. Army



SITE DEVELOPMENT PLAN



OF THE UNITED STATES OF AMERICA
U.S. NAVAL HOSPITAL

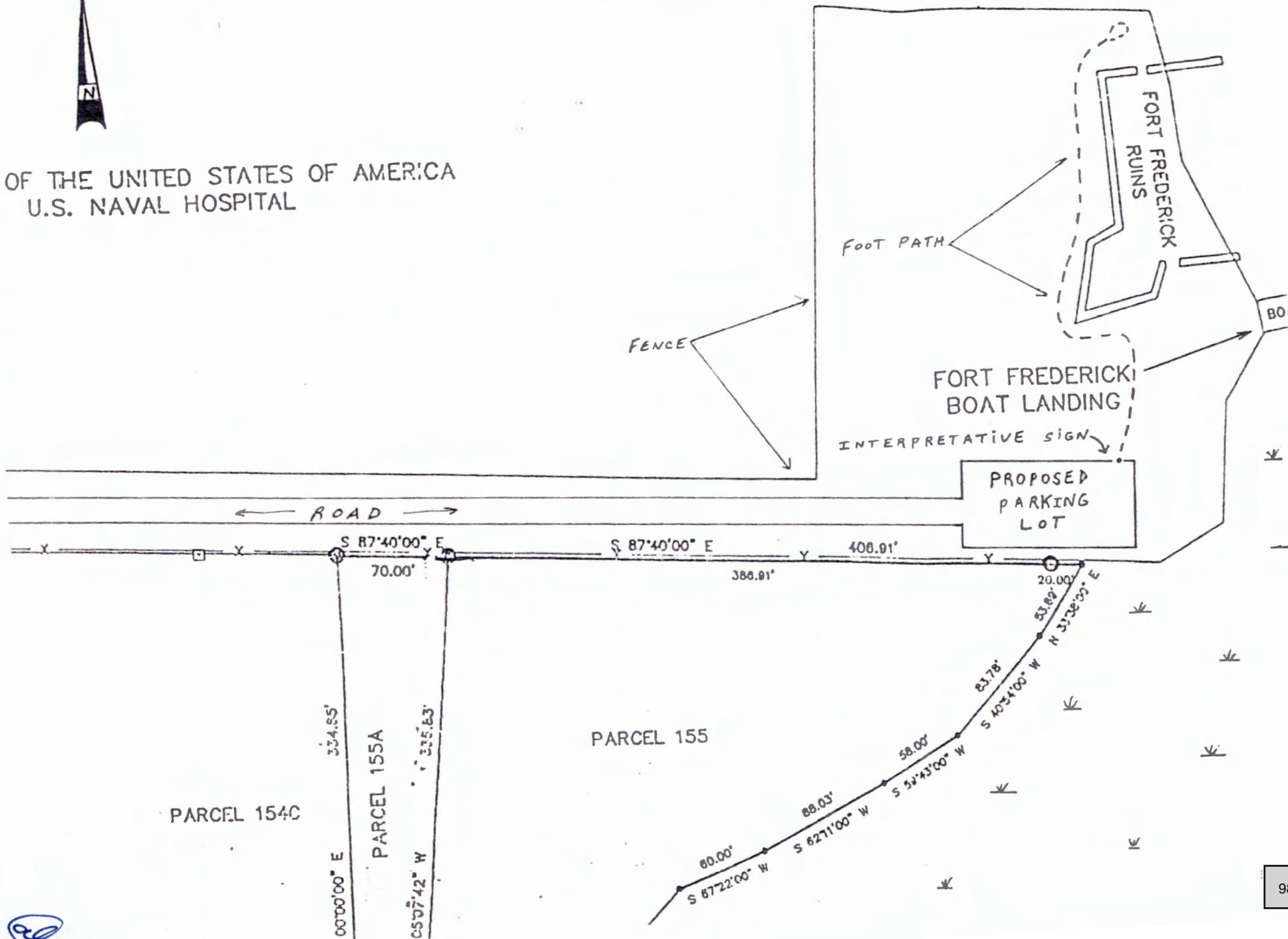


Exhibit C

Fort Frederick Heritage Preserve
Lease and Management Agreement

7/30/84

01687

1853

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Southeast Region, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by the State of South Carolina, Department of Natural Resources (hereinafter designated "Grantee") , does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of 3.044 acres in fee, containing the ruins of Fort Frederick located along the southern boundary of the U.S. Naval Hospital and being situate on Port Royal Island in Beaufort County, South Carolina and being more particularly described as follows:

Commence at a concrete monument on the westerly bank of the Beaufort River being the southeasterly most corner of the U.S. Naval Hospital property for the POINT OF BEGINNING:

- Thence N 89°45'50" W for 853.65' to a concrete monument;
- Thence N 89°53'20" W for 152.70' to a concrete monument;
- Thence N 41°59'10" W for 67.97", more or less, to a point;
- Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing chain-link fence for 436.67' more or less, to a point;
- Thence N 66° 27'58" E parallel to and 1.5' southeasterly of an existing 7' high chain-link fence for 162.56', more or less, to a point;
- Thence N 00° 14'10" E parallel to and 1.5' easterly of an existing 7' high chain-link fence for 29.48', more or less, to a point;
- Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing 7' high chain-link fence for 400.0', more or less, to a point;
- Thence N 00° 14'10" E parallel to and 1.5' easterly of an existing 7' high chain-link fence for 215.0', more or less, to a point;
- Thence S 89° 45'50" E parallel to and 1.5' southerly of an existing 7' high chain-link fence for 71.93', more or less, to

Handwritten signature

1854

a point on the westerly bank of the Beaufort River;
Thence S 01° 05'10" W along the westerly bank of the Beaufort
River for 360.04', more or less, to the POINT OF BEGINNING,
containing 3.044 acres, more or less.

This conveyance is made subject to any and all existing rights-of-way, easements, covenants and agreements affecting the above-described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the subject property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of South Carolina, Department of Natural Resources.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public park and recreation purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on July 17, 1998, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area which says:

This park land was acquired through the federal LANDS TO PARKS program of the United States Department of the Interior, National Park Service, for use by the general public.

3. This property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from

1855

providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding 2-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. Funds generated on this property may not be expended for nonrecreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property. After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

6. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor, and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87

1856

Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

8. Grantee shall be on the lookout for archeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered. Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties. Grantee's development plans shall avoid sites identified by a Cultural Resources Assessment of the property, and, prior to any alteration or construction on the property, Grantee shall consult with the State of South Carolina Preservation Office.

9. Grantee covenants and agrees to comply with Section 106 of the National Historical Preservation Act of 1966, as amended, recognizing that the subject property contains the remains of Fort Frederick, which is listed on the National Register of Historic Places.

10. The Grantee further covenants and agrees to comply with the National Environmental Policy Act of 1969, as amended, the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977), for Protection of Wetlands and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

11. As of the date of conveyance, all remedial action necessary to protect human health and the environment, with the respect to any known hazardous substance activity on the subject property, has been taken and no further remedial action is required at this time. However, after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by the United States.

In the event any environmental contamination is discovered or additional remedial action is deemed necessary after conveyance, the Federal sponsoring agency should be notified immediately. Additionally, expenditures for environmental restoration projects that are not imminent threats to public health and safety will not be considered an off-set for purposes of abrogation unless these expenditures are to remediate contamination and unless prior concurrence is obtained from the Federal sponsoring agency.

12. The Grantee covenants for itself, its successors and assigns, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

13. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability

1857

of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 7th day of SEPTEMBER, 1999.

UNITED STATES OF AMERICA
Acting by and through the Secretary of the Interior

Through:

Regional Director
Southeast Region
National Park Service

WITNESSES:

William T. Hine
Charles J. Schuler

By: Wallace C. Britain
Wallace C. Britain
Chief, Recreation and Conservation Division

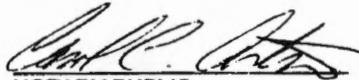
STATE OF GEORGIA
COUNTY OF FULTON

On this 7th of September, 1999, before me, the subscriber, personally appeared Wallace C. Britain, Chief, Recreation and Conservation Division, Southeast Region, National Park Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described

aw

1858

in and who executed the foregoing instrument, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary and he acknowledges that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.


NOTARY PUBLIC

My commission expires:

Notary Public, Rockdale County, Georgia
My Commission Expires July 28, 2008

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

STATE OF SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES
HERITAGE TRUST PROGRAM

By: 
Dr. Joab M. Lesesne, Jr.
Chairman DNR Board

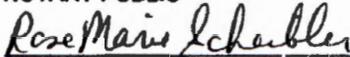
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 24th day of September, 1999, before me, the undersigned officer, personally appeared Dr. Joab M. Lesesne, Jr., to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is Chairman of the State of South Carolina, Department of Natural Resources Board, that he is duly designated, empowered and authorized by a resolution of July 17, 1998, to execute the foregoing acceptance and sign his name thereto; and that he signed his name, thereto and acknowledges that he executed the foregoing for and on behalf of the State of South Carolina, Department of Natural Resources Board, for the purposes and uses therein described.

My Commission expires:

4-29-09

NOTARY PUBLIC


Rose Marie Schaubler

1859

DECLARATION OF CONSIDERATION

I hereby declare that this deed is between the United States of America and the State of South Carolina, Department of Natural Resources and is therefore exempt from transfer taxes; I further declare that the entirety of said property is within Beaufort County.

**STATE OF SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES
HERITAGE TRUST PROGRAM**

By: 
Dr. Joab M. Llewellyn, Jr.
Chairman DNR Board

Preparation Clause: This Deed was prepared by the US Department of Interior
John P. Coleman, Jr.
Office of Solicitor
530 Gay Street, Room 308
Knoxville, TN 37902

Grantee's Address: 1000 Assembly Street, Columbia, SC 29201

DMP#: R110-009-000-0079-0000 (portion)

Derivation: (There is no derivation for this property)

FILED
JOHN A. SULLIVAN, JR.
S.M.C.
BEAUFORT COUNTY, S.C.
89 OCT 28 PM 12:59
BIN PG
FOLDER #

Turner
FILED 11/15/97
BEAU
79 NOV 12 11:16 AM '97
BK 1234 PG 1853
FOLDER #

1860

J. Robin Turner, PA

J. ROBIN TURNER
11/15/97
11:16 AM '97

envelope

ca

Exhibit D

Fort Frederick Heritage Preserve
Lease and Management Agreement

cal

Management Plan For Fort Fredrick Heritage Preserve



South Carolina Department of Natural Resources 2016.9.23

HTAB Approved – 2016.8.4

SCDNR Board Approved – 2016.9.23

SEAN G. TAYLOR

SENIOR SCDNR ARCHAEOLOGIST

MANDATE

State law mandates the South Carolina Department of Natural Resources (SCDNR) prepare management plans for heritage preserves, as outlined in the Heritage Trust Act and defined in S.C. Code Ann. §51-17-80 (1976 & Supp. 2015). These management plans are the guiding documents for heritage preserves and address current, as well as future management needs. The plan should also have enough flexibility to conform to unanticipated management needs that may arise in the future. Changing socio-ecological conditions will require that plans periodically be updated.

Table of Contents

Mandate..... ii

Management Goals and Objectives1

 Primary Objectives1

 Secondary Objectives1

Introduction.....2

 Physical Location.....2

 Property Description4

 Property Acquisition4

 Deed Stipulations7

 Quitclaim Deed7

 Additional Protection of Historic Sites11

History and Origin of the Property12

Management Objectives.....13

 Desired Future Condition.....13

Natural Resources13

Cultural Resource Management.....14

 Fort Frederick.....14

 Tabby Walls.....14

 Trees, Vegetative Growth & Debris14

 Graffiti15

 Prohibited Activities.....15

Archaeological Research and Investigation.....18

 Protection and Mitigation18

 Research18

 Public Use and Access18

 Interpretive Program and Maintenance of Interpretive Signage.....18

Treatment of Cemeteries19

Boat Landings21

 Old Boat Landing21

 New Boat Landing21

Emergency Response to Catastrophic Event22

Natural Biological Investigations22

Rules and Regulations.....23

Law Enforcement.....23

Figure List

Figure 1. Fort Frederick Location.....3
Figure 2. Fort Frederick Tabby Walls5
Figure 3. Fort Frederick Management Areas17



MANAGEMENT GOALS AND OBJECTIVES

Primary Objectives

The Heritage Trust Act states that the primary management objective of all heritage preserves is to “...protect the natural or cultural character of any area or feature...” for which the property was dedicated. S.C. Code Ann. § 51-17-80(1). The primary objective of this management plan is to define the practices deemed necessary to protect Fort Frederick and the archaeological record contained within the property.

Secondary Objectives

The Heritage Trust Act mandates that heritage preserves be managed “to provide the maximum public usage ... which is compatible and consistent with the character of the area.” S.C. Code Ann. § 51-17-40(7). SCDNR Policy #203.04 (November 17, 2006), Recreational Use of SCDNR Properties, provides a statewide framework for determining appropriate, and compatible recreational uses of SCDNR properties. Natural Resources-Dependent Recreational Uses are appropriate uses of SCDNR properties and are the priority general public uses. These are: (1) hunting; (2) fishing; (3) wildlife or other natural resource observation; (4) wildlife or other natural resource photography; (5) environmental education; and (6) environmental interpretation. Other uses of SCDNR properties will be evaluated according to SCDNR Policy #203.04, SCDNR Policy #400.01, and other relevant laws or policies to determine if they are appropriate and compatible.

INTRODUCTION

Fort Frederick Heritage Preserve (FFHP) was acquired and dedicated in September 1999 to protect a Colonial British tabby fort and its associated archaeological remains. The property was ranked as the 30th most critically significant cultural site in the 1990 Statewide Assessment of Cultural Sites. The fort is designated as an archaeological site, 38BU102/1100 and was listed in the National Register of Historic Places (NRHP) in December 1974. Additional archaeological components known as Smith Plantation and Camp Saxton (38BU163) exist on the property and make momentous contributions to the FFHP's significance.

In 2015, an archaeological inventory of the property was conducted. This work defined the location of numerous archaeological components related to the colonial fort, the plantation era and Woodland period Native American occupations. In 2016, an underwater archaeological remote sensing survey found no significant resources, except the remains of the eastern wall of Fort Fredrick, exist in the immediate vicinity of the preserve.

Fort Frederick never witnessed any action during its short life as a military garrison in the early 18th century. As the oldest remaining tabby structure in Beaufort County, it is extremely significant. However, it may be argued that greater significance stems from the events surrounding January 1, 1863, when its walls supported the dock across which blacks and whites walked to the reading and celebration of the Emancipation Proclamation.

Physical Location

FFHP is a 3.044 acre tract situated on the west bank of the Beaufort River, near the southern edge of Port Royal Island in Beaufort County. To reach the preserve from the intersection of Boundary Street (Hwy 21 Business) and Ribaut Road (Hwy 281) in Beaufort, one drives south along Ribaut Road for 3.5 miles to Shell Road. Turn left onto Shell Road, go 0.1 miles to the intersection of Pinckney Boulevard (Navy Hospital entrance and guard house will be on the left), cross Pinckney Boulevard, onto Old Shell Road and drive for 0.2 miles to the intersection of Old Fort Road on the left. Turn left and drive to the end of Old Fort Road (0.1 miles). The entrance to the property is at the end of Old Fort Road and has UTM coordinates of 529958E 3583070N NAD 83. Figure 1 locates the preserve in relation to the surrounding areas.

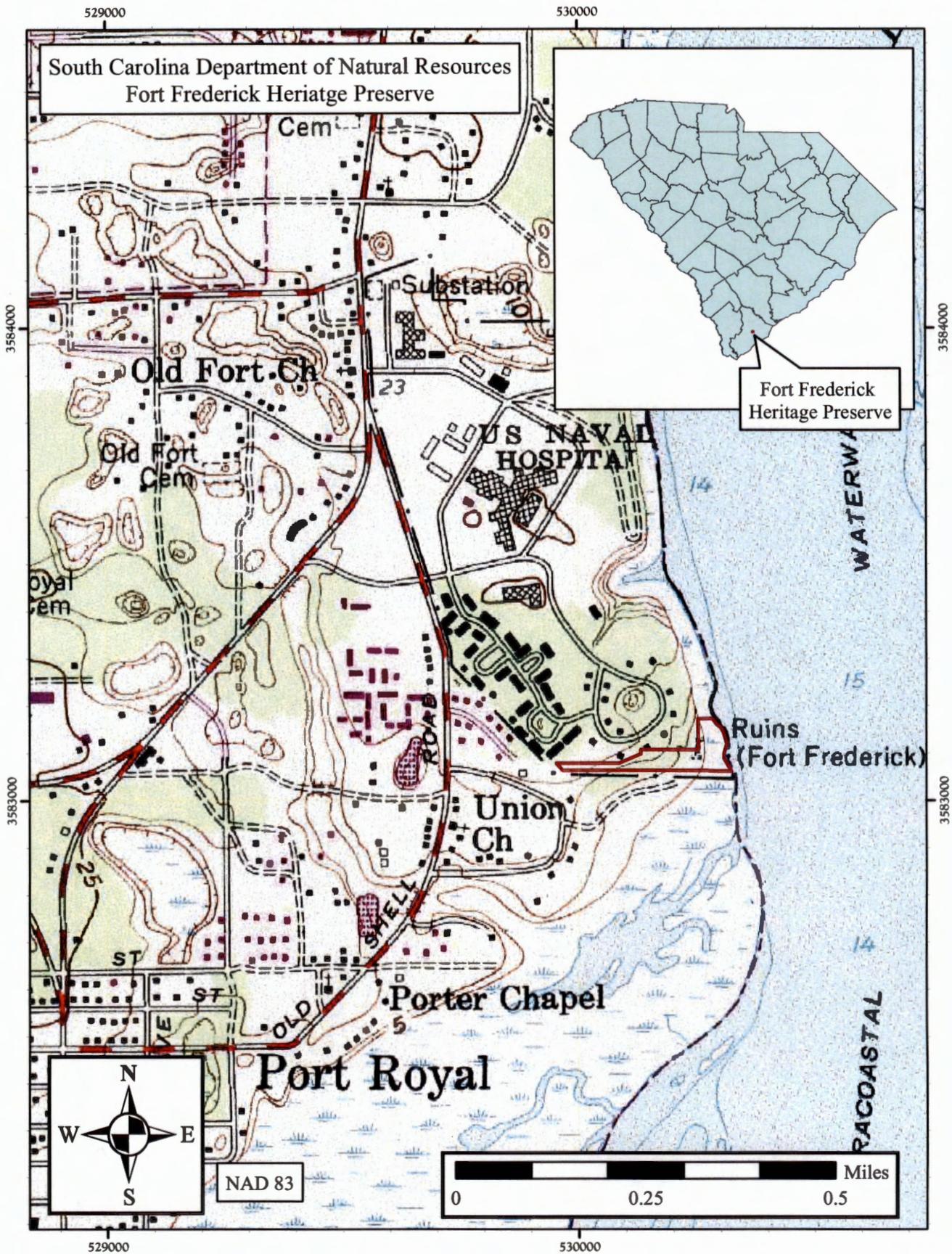


Figure 1. Fort Frederick Location

Property Description

FFHP is situated within the town limits of Port Royal. The town of Port Royal is located in the southern central portion of Port Royal Island. At the eastern edge of FFHP is the Beaufort River, and the U.S. Naval Hospital borders the preserve to the north. To the south are numerous private properties. Beaufort County owns two parcels of land to the west and on the southeast corner.

The natural environment would be considered a Maritime Forest had it not been altered by years of use as a boat landing. Currently there are numerous large live oaks, palmettos, and other maritime species like tooth ache tree and tough buckthorn. The herbaceous plants under the tree canopy contain both native and non-native species. The tidal flat on the property's eastern edge contains succulent halophytes typical of such salty environments.

Fort Frederick itself is located in the northeastern portion of the property adjacent to the Beaufort River. In 2006, the fort was surveyed and a map was generated detailing its condition (figure 2). The fort is made of tabby, a type of concrete consisting of a mixture of crushed oyster shell, lime, sand and water. The fort currently measures approximately 130 feet north/south by 128 feet east/west. Approximately one-third of the eastern portion of the fort has eroded into the Beaufort River. The walls of the fort are four to five feet in height and five feet six inches in width. The fort features two angled bastions positioned diagonally opposite one another. The northeastern bastion is nearly completely eroded away by the river and is only visible at low tide. The southwestern bastion remains mostly intact.

Property Acquisition

SCDNR accepted the donation of FFHP in September 1999 through the National Park Service (NPS) Federal Surplus Property for Public Park or Recreational Purposes Program. The application submitted in July 1998 to the NPS Program stated the property would be utilized as a passive public park, and the existing boat landing would remain open. The application also indicates ingress/egress would be through the main gate at the Beaufort Naval Hospital.

The SCDNR Board approved the acquisition of FFHP in January 1998 following the recommendation of the Heritage Trust Board in February 1997. Numerous stipulations outlined in the NPS Program application were agreed to by DNR and incorporated into the September 1999 Quitclaim Deed. Among others, these stipulations specifically stated the property was to be used for public recreation.

The deed was recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1853 on November 18, 1999. The property was established as a Heritage Preserve by dedication pursuant to the South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-80, and the Dedication Agreement was recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1861 on November 18, 1999. The SCDNR further committed FFHP to the Heritage Trust pursuant to South Carolina Heritage Trust Act, S.C. Code Ann. § 51-17-90, and the Trust Easement was recorded in the office of the Beaufort County Register of Deeds in Deed Book 1234 at Page 1867 on November 18, 1999.

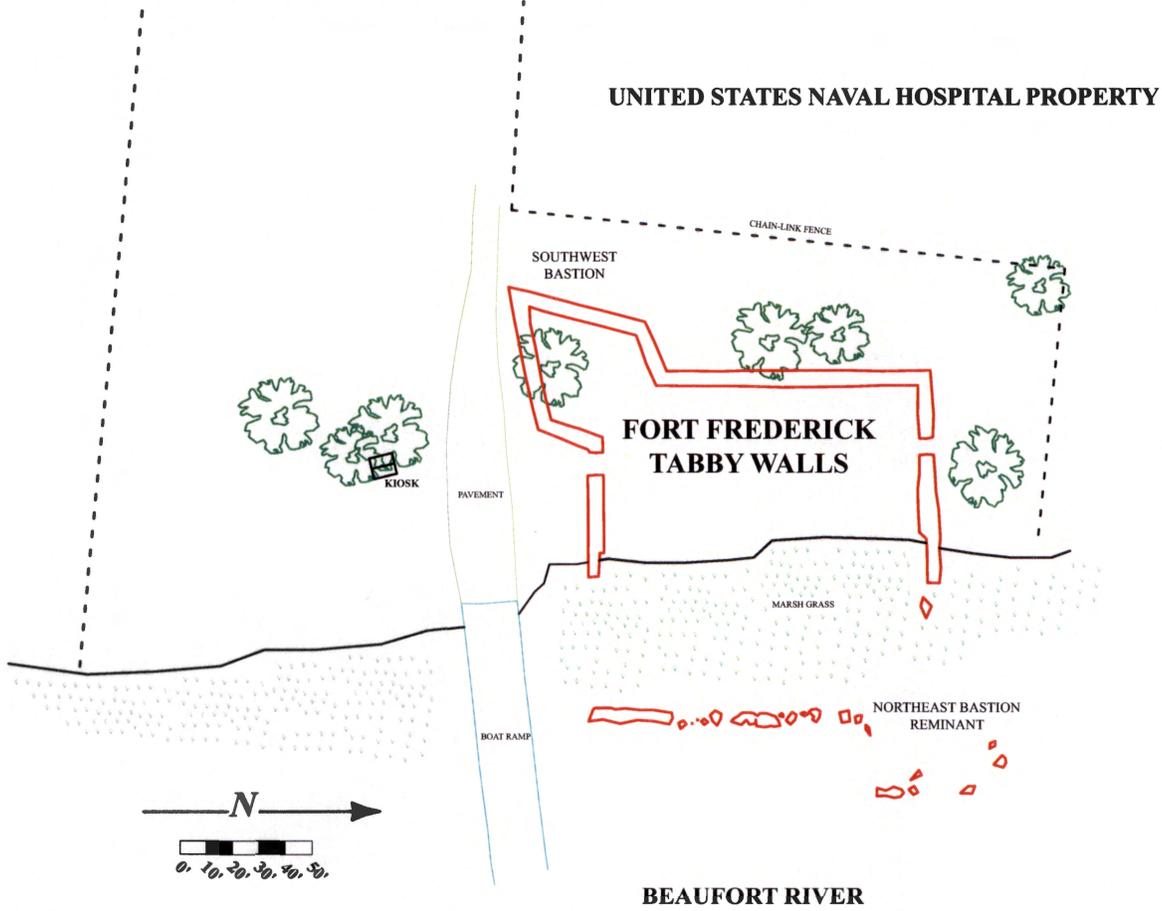


Figure 2. Fort Frederick Tabby Walls

FFHP was accessible through the Naval Hospital Beaufort grounds until September 11, 2001. After this date, public access to the Naval Hospital was restricted and unrestricted upland public access to FFHP was no longer possible. Since 2001 public access has only occurred through prearranged tours with DNR staff or visiting by boat.

In 2013, Beaufort County acquired a 0.65 parcel of land (R110 009 000 142I 0000) in order to provide public access to Fort Frederick and to redevelop the boat landing. This parcel is located at the end of Old Fort Road in Port Royal and shares a property line with FFHP. Beaufort County also owns a 1.93 acre parcel of land (R110 011 000 0155 0000) adjacent to the southeastern portion of FFHP.

As allowed by S.C. Code Ann. § 51-17-40(7), the SCDNR has leased to Beaufort County approximately 2.3 acres of FFHP for the development and management of a replacement boat landing facility. Accordingly, the County has assumed management responsibilities for a portion of FFHP under that 20-year Lease and Management Agreement.



Deed Stipulations

Transfer of the property to the SCDNR was accomplished via a Quitclaim Deed. Numerous stipulations were agreed to by the SCDNR in the deed which was executed on September 7, 1999. The stipulations remain in effect and are provided below.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Southeast Region, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises for public park and public recreation area purposes by the State of South Carolina, Department of Natural Resources (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of 3.044 acres in fee, containing the ruins of Fort Frederick located along the southern boundary of the U.S. Naval Hospital and being situate on Port Royal Island in Beaufort County, South Carolina and being more particularly described as follows:

Commence at a concrete monument on the westerly bank of the Beaufort River being the southeasterly most corner of the U.S. Naval Hospital property for the POINT OF BEGINNING:

Thence N 89°45'50" W for 853.65' to a concrete monument;
 Thence N 89°53'20" W for 152.70' to a concrete monument;
 Thence N 41°59'10" W for 67.97", more or less, to a point;
 Thence S 89°45'50" E parallel to and 1.5' southerly of an existing chain-link fence for 436.67' more or less, to a point;
 Thence N 66° 27'58" E parallel to and 1.5' southeasterly of an existing 7' high chain-link fence for 162.56', more or less, to a point;
 Thence N 00° 14'10" E parallel to and 1.5' easterly of an existing 7' high chain-link fence for 29.48', more or less, to a point;
 Thence S 89°45'50" E parallel to and 1.5' southerly of an existing 7' high chain-link fence for 400.0', more or less, to a point;
 Thence N 00°14'10" E parallel to and 1.5' easterly of an existing 7' high chain-link fence for 215.0', more or less, to a point;
 Thence 89°45'50" E parallel to and 1.5' southerly of an existing 7' high chain-link fence for 71 .93', more or less, to a point on the westerly bank of the Beaufort River;
 Thence S 01°05'10" W along the westerly bank of the Beaufort River for 360.04', more or less, to the POINT OF BEGINNING, containing 3.044 acres, more or less.

This conveyance is made subject to any and all existing rights-of-way, easements, covenants and agreements affecting the above-described premises, whether or not the same now appear of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions,

conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the subject property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the State of South Carolina, Department of Natural Resources.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree to itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public park and recreation purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on July 17, 1998, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area which says:

This park land was acquired through the federal LANDS TO PARKS program of the United States Department of the Interior, National Park Service, for use by the general public.

3. This property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.
4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding 2-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. Funds generated on this property may not be expended for nonrecreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property. After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.
6. As part of the consideration for the Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior in effect on the date of this Deed (43

C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor, and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties for public park and recreation purposes are accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
8. Grantee shall be on the lookout for archeological artifacts during its construction activities and shall take appropriate action should any artifacts be discovered. Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties. Grantee's development plans shall avoid sites identified by a Cultural Resources Assessment of the property, and, prior to any alteration or construction on the property, Grantee shall consult with the State of South Carolina Preservation office.
9. Grantee covenants and agrees to comply with Section 106 of the National Historical Preservation Act of 1966, as amended, recognizing that the subject property contains the remains of Fort Frederick, which is listed on the National Register of Historic Places.
10. The Grantee further covenants and agrees to comply with the National Environmental Policy Act of 1969, as amended, the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977), or Protection of Wetlands and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.
11. As of the date of conveyance, all remedial action necessary to protect human health and the environment, with the respect to any known hazardous substance activity on the subject property, has been taken and no further remedial action is required at this time. However, after the date of conveyance, which is due to contamination occurring prior to the date of conveyance, will be conducted by the United States.

In the event any environmental contamination is discovered or additional remedial action is deemed necessary after conveyance, the Federal sponsoring agency should be notified immediately. Additionally, expenditures for environmental restoration projects that are not imminent threats to public health and safety will not be considered an off-set for purposes of abrogation unless these expenditures are to remediate contamination and unless prior concurrence is obtained from the Federal sponsoring agency.

12. The Grantee covenants for itself, its successors and assigns, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.
13. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted.

Additional Protection of Historic Sites

In addition to the application of the Heritage Trust Act, the above referenced deed stipulations, and other laws generally related to FFHP, there are additional protections for state owned or leased properties pursuant to S.C. Code Ann. § 60-12-10 et seq. This law requires consultation with the South Carolina State Historic Preservation Office (SHPO) for projects that could adversely affect state owned properties that are listed in the NRHP. In August of 2010, the SCDNR and South Carolina Department of Archives and History (SCDAH) signed a Programmatic Agreement which defined how the SCDNR will manage its NRHP properties. The agreement allows for the SCDNR to manage its historic properties in accordance with the *Secretary of Interior's Standards for the Treatment of Historic Properties* (36 CFR 68) and the *South Carolina Standards and Guidelines for Archaeological Investigations (2005)*. The SCDNR will consult with SCDAH if questions arise regarding the implementation of these guidelines.



HISTORY AND ORIGIN OF THE PROPERTY

Fort Fredrick is believed to be the oldest tabby structure still standing in Beaufort County, and the only Colonial period fortification visible today. The Colonial Government of Carolina built the fortification between 1733 and 1734 to protect the water access to Beaufort Town (est. 1710) from the Atlantic Ocean via Port Royal sound and the Beaufort River.

Garrisoned from 1734 to 1757, the fortification never witnessed military action. James Oglethorpe lodged some of Georgia's first settlers in the fort's barracks in 1733. In 1785, the fort and surrounding lands were sold, and by the 1860s the tract had become known as Smith's Plantation. The fort has also been known as the Old Spanish Fort or Smith's Fort.

In November of 1861, Union forces occupied the fort and surrounding area following the battle of Port Royal. Subsequently, the grounds around the fort became the camp headquarters for the 1st South Carolina Regiment of Volunteers, a regiment of African-American soldiers. The encampment was named Camp Saxton for General Rufus Saxton, who had been a leading supporter of the Port Royal Experiment.

At Camp Saxton, on January 1, 1863, the Emancipation Proclamation was read to thousands of both whites and ex-slaves. A dock had been constructed across the submerged portions of the fort's eastern wall, and across this dock walked many attendees of the day's celebration. Numerous accounts of the events were recorded in personal diaries; these writings mention the old fort, and it is perhaps this event that is most significant in the history of Fort Frederick.

The U.S. Government bought Smith's Plantation and the fort in 1863 for non-payment of taxes. In 1949, the U.S. Naval Hospital and associated housing was built on the former plantation property. The property was acquired by the Heritage Trust as a donation from the National Park Service's Federal Surplus Property for Public Park or Recreational Purposes Program in 1999.

In 2016, an archaeological report entitled "Cultural Resource Inventory of the Fort Frederick Heritage Preserve, Beaufort County, South Carolina" was completed by the South Carolina Institute of Archaeology and Anthropology (SCIAA). This work details the results of the 2014-2015 systematic archaeological inventory of the entire 3.044 acre tract. The report includes a detailed review of the historic development of the property.

Between 2002 and 2003, the Historic Beaufort Foundation and the Historic American Buildings Survey (HABS) division of the National Park Service (NPS) sponsored a survey of the extant examples of tabby architecture in Beaufort. Fort Frederick was documented, and the published report details the history and condition of its tabby construction. The report number is HABS No. SC-858 and can be found at: <http://cdn.loc.gov/master/np/habshaer/sc/sc1100/sc1116/data/sc1116data.pdf>. In 2015 and 2016, a coating of new tabby was added to the walls of the fort to protect them from the elements and future visitation.

MANAGEMENT OBJECTIVES

Desired Future Condition

At FFHP, the current plant and animal communities are the result of centuries of human management. The property was acquired because of its cultural resources and the significant contribution they make to our understanding of past events. FFHP's natural resources are important but they must be a secondary consideration in the management of the preserve. The DFC of FFHP is for it to be a public park whose cultural resources are of primary concern. While the preserve's plant and animal communities will be maintained, the primary objective will be the preservation of the cultural resources on the property.

NATURAL RESOURCES

The preserve exhibits remnant maritime and marine habitats typically associated with the Sea Islands. The preserve's natural plant and animal community has been impacted due to decades of use as a boat landing. A 2009 botanical survey found plants typical of our modern coastal environs and no species of special concern were identified. As such, management of vegetation at FFHP is intended to support the primary and secondary purposes of this management plan.

CULTURAL RESOURCE MANAGEMENT

Fort Frederick

This area is designated as “SCDNR Management Area” on Figure 3. **Only SCDNR staff is allowed to conduct maintenance within this area on and around Fort Frederick.**

Tabby Walls

Preservation of Fort Frederick’s tabby walls are of paramount importance. In 2015 and 2016, a coat of new tabby was added to the landward wall’s sides and top. The work was conducted to stabilize the walls and harden their surfaces. This protective coating is expected to last 50 years. In the event additional repair work is needed, only a craftsman qualified and experienced in the restoration of historic tabby structures will be used.

Trees, Vegetative Growth & Debris

SCDNR staff will inspect the fort on a bimonthly basis. Vegetative debris shall be removed during each inspection with a leaf blower. Herbicide application may be necessary to control plant growth. Plants that become firmly rooted in the tabby walls should be treated with herbicide, allowed to die and decay. Pulling roots from the tabby will hasten its demise.

Grass on the interior and exterior of the fort shall be mowed frequently enough to maintain a manicured lawn appearance. Weed eaters may be used, but their blades or string cutting heads must not be allowed to touch the walls of the fort.

Trees shall be inspected by a licensed arborist on a yearly basis. An annual report shall be written, describing the health of the trees surrounding the fort. The report shall include recommended management/pruning proscriptions. A reputable tree company shall be contracted to conduct necessary pruning. Matting shall be placed under heavy trucks needed to access tree tops around the fort.

In 2015, an International Society of Arboriculture Certified Arborist with Bartlet Tree Experts inspected the trees surrounding the fort. They found the four large live oaks located inside of and around the perimeter of the old fort ruins are in good condition with no outward signs of structural defects. Due to the close proximity to the ruins the following maintenance recommendations were made to help best manage these trees in the future:

Fertilize once annually (as per an annual soil analysis) with a soil injected soluble fertilizer to help boost health and stave off the threat of disease and infestation.

Prune once every two years to thin the upper crowns by approximately 15% of all live limbs to help reduce sail effect and minimize future storm related damage.

Prune to remove large hazardous deadwood and reduce the width of the crowns at least once every three years to help to minimize the threat of falling debris and damage to the ruins.

Graffiti

Any graffiti shall be removed with anti graffiti products such as Dumond's Watch Dog Wipe Out Porous Surface Graffiti Remover. Pressure washing of the fort is strictly prohibited.

Prohibited Activities

Climbing, walking or sitting on the fort walls is strictly prohibited. Excavation and metal detecting for the purpose of collecting artifacts is strictly prohibited. Collecting artifacts from the river's edge is strictly prohibited. Signage will be maintained describing prohibited activities.

Remainder of Fort Frederick Heritage Preserve

Those portions of FFHP which are not immediately adjacent to the fort also contain important cultural resources which require careful management just as those related to the fort. This area is designated as "Beaufort County Management Area" on Figure 3.

Access Road

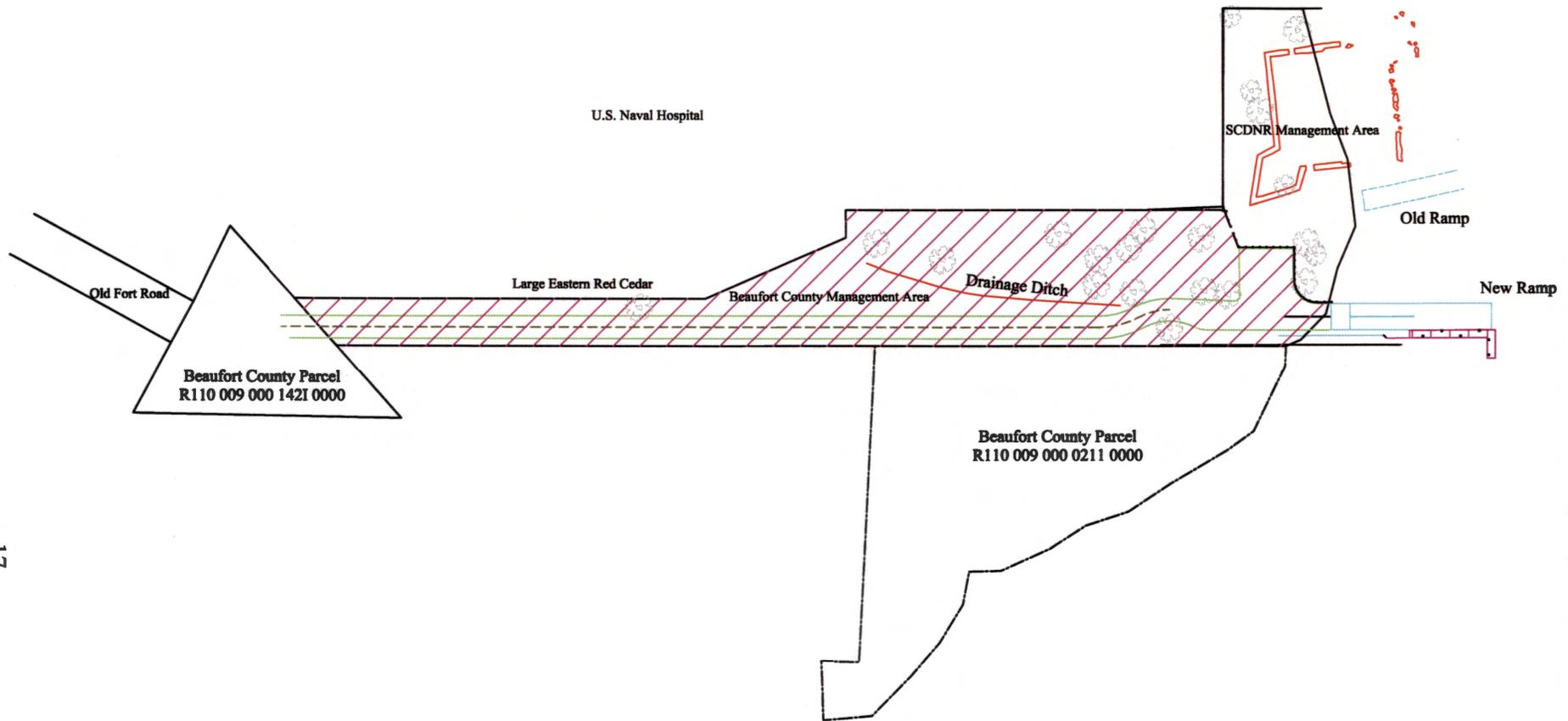
The access road into FFHP will be enhanced and maintained by placing additional porous materials upon the existing ground surface. No grading or excavation below the existing ground surface shall occur in order to protect sub-surface cultural resources.

Trees, Vegetative Growth & Debris

1. Management of this area shall include periodic mowing to keep ground vegetation at acceptable heights.
2. Trash receptacles will be installed, maintained and emptied on a regular basis.
3. A general inspection of the property to remove litter will be conducted regularly.
4. At least annually or more frequently as needed, the trees and shrubs shall be inspected and pruned as necessary to maintain tree health or removed if determined to be hazardous or unhealthy. The large

Eastern Red Cedar near Naval Hospital's Tennis Courts is of particular concern and copious care shall be applied to maintain its health and longevity. Trees lining the drainage ditch crossing the property shall be maintained and pruned as necessary to allow reasonable clearance along the access road. However, these trees lining the drainage ditch are not to be removed as they break the rapid flow of water during storm events. The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist shall be consulted prior to the removal of any tree deemed hazardous or unhealthy.

5. The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist shall be consulted during the planning stages of any proposed ground disturbance. Prior written approval of any ground disturbance must first be obtained from the SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist. Archaeological investigation will be required prior to ground disturbing activities.



SCDNR Fort Frederick Heritage Preserve Management Plan

Figure 3. Fort Frederick Management Areas

17

ARCHAEOLOGICAL RESEARCH AND INVESTIGATION

Protection and Mitigation

Significant archaeological resources were identified during the 2014-2015 archaeological inventory of the preserve. Additional unknown resources may exist on the property. Excavation or ground disturbing activities will not be conducted without the prior written approval of the SCDNR Archaeologist. Construction projects requiring excavation will require archaeological mitigation prior to construction. A minimum of six months of lead time will be necessary to conduct mitigation excavations.

Research

Archaeological research and study opportunities will be encouraged on FFHP. Potential research work shall be conducted by qualified individuals that meet or exceed the Secretary of the Interior (48 F.R. 44738-44739) qualifications. Prospective researchers must provide a positive record of past performance for review. All work must meet or exceed the Standards of the Secretary of the Interior (48 F.R. 44738-44739) and the South Carolina Guidelines and Standards for Archaeological Investigations. All aspects of any proposed project must first be approved in writing by the SCDNR Archaeologist. A written agreement shall be entered into by all parties and it shall include a research design that details the project objectives, methodologies, public participation / access, acceptable outcomes and timeline.

Public Use and Access

Steps should be taken to increase public awareness of the property through media publications and web pages. Enhanced public use following allowable activities is thought to decrease prohibited activities. The local community must view the property as their own, and, after this occurs, local individuals will police the property and discourage unwanted behavior. Archaeological projects conducted on the preserve shall be conducted in such a way that the public can participate and/or visit during excavations.

Interpretive Program and Maintenance of Interpretive Signage

Interpretive programs and signage, as well as guided and self-guided tours should be developed. In addition to interpretative programs and products for the general public, the site lends itself to the specialized form of interpretation delivered to school age children. The use of the site for school curriculum programs is recommended to help all ages fully appreciate the unique cultural character of the site and history of South Carolina and the United States.

TREATMENT OF CEMETERIES

No documentation has come to light indicating FFHP contains cemeteries. However, given the long history of human occupation of the property, it is possible burials exist on the preserve. If graves are discovered on FFHP, the SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist must be contacted immediately, and precautions should be taken to protect the remains from any damage or desecration. Bones or other objects in the grave must not be removed, and the release of public information should be limited until the arrival of SCDNR Archaeologist or Cultural Heritage Preserve Manager.

Destruction or desecration of human remains or repositories thereof is illegal under S.C. Code Ann. § 16-17-600. Preservation of abandoned or unmaintained cemeteries is also covered under S.C. Code Ann. § 6-1-35.

Human remains and graves must be treated with respect and left undisturbed. Several state and federal laws may be violated as a result of the disturbance of human remains. Removal or disturbance of human remains from a marked grave or unmarked grave is an act of last resort requiring careful consideration, planning and consultation. See generally S.C. Code Ann. § 27-43-10.

The following Standard Operating Procedures will be used regarding marked cemeteries in the event that any are identified on FFHP.

- 1) Cemeteries will be fenced and maintained.
- 2) No excavation will occur within the cemetery or within a 30 meter buffer of the cemetery.

The following Standard Operating Procedures will be used regarding the discovery of human remains.

- 1) All activities around the human remains, including a 30 meter buffer zone, will immediately cease and the SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist will be immediately notified.
- 2) The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist will visit the location within 48 hours and determine if the site is an archaeological site (i.e. human remains not the result of criminal activity).
- 3) The local authorities will be contacted immediately if the remains appear to be associated with a modern crime scene.
- 4) Within 72 hours of the field assessment, the SCDNR Archaeologist will report findings to the SHPO and the State Archaeologist. In consultation with the SHPO and the State Archaeologist, the SCDNR Archaeologist will develop a plan for the protection of the human remains.
- 5) All efforts will be made to avoid further impacts to the site. Project undertakings will be modified to avoid further impact. Further disturbance of the site will be an act of last resort.

- 6) If the human remains cannot be avoided, the SCDNR Archaeologist will develop a plan for removal in consultation with the SHPO and the State Archaeologist. No removal will be conducted until the plan is approved and signed by SCDNR, SHPO and the State Archaeologist.
- 7) Recovery of human remains for scientific purposes may be permitted after careful consultation with the SHPO and State Archaeologist. A written research justification and plan shall be prepared and approved by the SHPO and State Archaeologist.



BOAT LANDINGS

Old Boat Landing

The Old Boat Landing shall be left in place. The landing has become a habitat for oysters. SCDNR Coastal Geology staff has recommended leaving the landing in place because it is acting as a groin and is holding sand in place, thereby protecting Fort Frederick from further erosion. Removal of the landing could cause erosion of the fort to increase. No empirical data exists to support the assumption that boat traffic is exacerbating erosion of the bank. The Beaufort River witnesses constant commercial and recreational traffic. Wakes from these boats constantly wash the shore of the preserve with little apparent effect. Landward signage shall be installed to discourage preserve visitors from accessing the landing. Buoys shall be installed to warn boaters of the submerged portions of tabby and to block access to the old landing.

New Boat Landing

Within the constraints imposed by the primary objective, FFHP has the potential to provide renewed opportunities for recreational boaters. Beaufort County wishes to reestablish a boat landing on the preserve. SCDNR staff has concluded that reopening a boat landing on the preserve is appropriate and has collaborated with the County to pursue an improved landing facility.

EMERGENCY RESPONSE TO CATASTROPHIC EVENT

Federal regulation 36 CFR 800.12 requires SCDNR to develop plans for catastrophic events such as hurricanes, tornados or wildfires. Such planning includes procedures that address treatment of cultural properties when responding to disasters. The following Standard Operating Procedure (SOP) will be used when responding to emergencies on FFHP. Immediate rescue and salvage efforts to preserve life and property are exempt.

- 1) The first response will be to restore necessary infrastructure (clear access road and landing). Every effort will be made to avoid impacts to historic properties during this emergency phase.
- 2) The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist will assess damages to historic properties within five working days of the catastrophic event.
- 3) The SCDNR Cultural Heritage Trust Manager and the SCDNR Archaeologist will prepare a report of damages to historic properties and a plan for mitigation of any adverse impacts to the SHPO within 30 days of the field assessment.
- 4) The SHPO will have 30 days to respond to the damage assessment and mitigation plan.
- 5) The SCDNR will execute the mitigation plan.

NATURAL BIOLOGICAL INVESTIGATIONS

Researchers interested in conducting science projects on heritage preserves must have a Scientific Collecting Permit issued by the Heritage Trust Program. A permit application form is available from SCDNR-Heritage Trust Program PO Box 167, 1000 Assembly Street, Columbia, SC 29202.

RULES AND REGULATIONS

Close adherence to the laws and regulations that apply to all heritage preserves is necessary to protect their cultural and ecological integrity. Regulations specific to this preserve also apply. In addition to those laws identified elsewhere in this management plan, relevant state laws include the Heritage Trust Act (S.C. Code Ann. § 51-17-10 *et seq.*) and S.C. Code Ann § 50-11-2200 *et seq.* and S.C. Code Regulations 123-200 *et seq.* Both state statutes and regulations may be found online at www.scstatehouse.net.

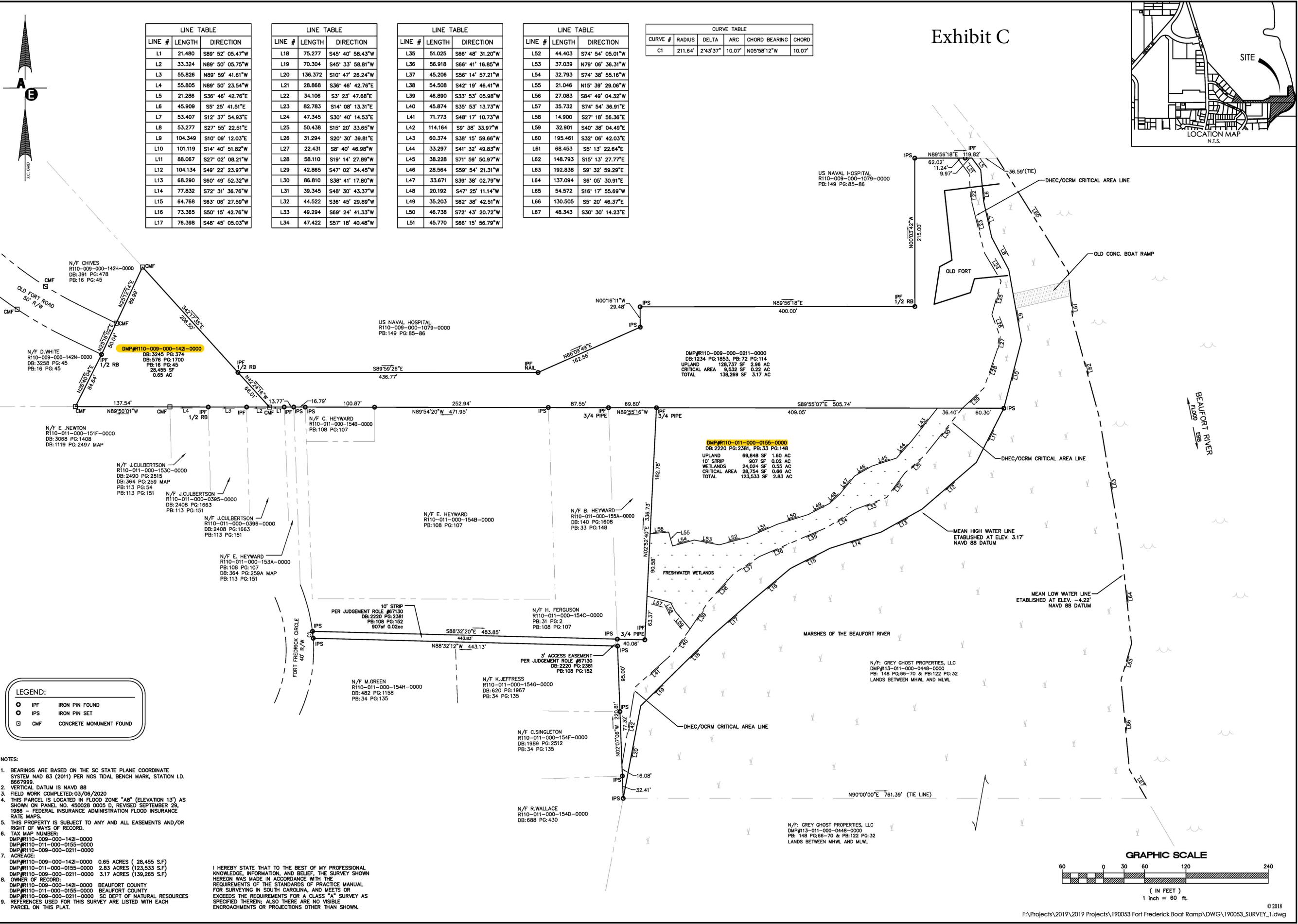
Please contact SCDNR at 803-734-3893 for more information on the regulations for use of this preserve. Please report violations to 1-800-922-5431.

LAW ENFORCEMENT

The SCDNR- Law Enforcement Division (LED) will enforce state hunting and fishing regulations, as well as preserve regulations. SCDNR personnel who hold commissions also have the authority to enforce regulations and will provide assistance to the LED to the fullest degree possible. Rules and regulations have been established which apply to all heritage preserves including FFHP.

Close adherence to the regulations that apply to all heritage preserves is necessary to protect the cultural integrity of the preserve. Regulations specific to this preserve may also apply in the future. Inordinate degradation of any portion of the preserve may force temporary or permanent exclusion of the public from that area.

Other commissioned state and local law enforcement officials, have the authority to enforce Heritage Preserve Regulations under S.C. Code Ann. §51-17-130. Conservation Officers in SCDNR Region Four will be asked to assist Heritage Trust Program staff in the monitoring of this preserve for illegal access and site vandalism.



LINE #	LENGTH	DIRECTION
L1	21.480	S89° 52' 05.47"W
L2	33.324	N89° 50' 05.75"W
L3	55.826	N89° 59' 41.61"W
L4	55.805	N89° 50' 23.54"W
L5	21.286	S36° 46' 42.76"E
L6	45.909	S5° 25' 41.51"E
L7	53.407	S12° 37' 54.93"E
L8	53.277	S27° 55' 22.51"E
L9	104.349	S10° 09' 12.03"E
L10	101.119	S14° 40' 51.82"W
L11	88.067	S27° 02' 08.21"W
L12	104.134	S49° 22' 23.97"W
L13	68.290	S60° 49' 52.32"W
L14	77.832	S72° 31' 36.76"W
L15	64.768	S63° 06' 27.59"W
L16	73.365	S50° 15' 42.76"W
L17	76.398	S48° 45' 05.03"W

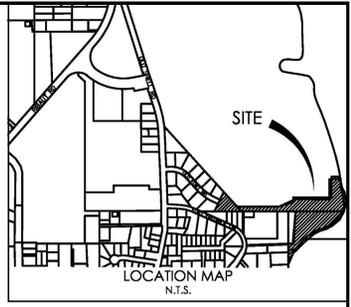
LINE #	LENGTH	DIRECTION
L18	75.277	S45° 40' 58.43"W
L19	70.304	S45° 33' 58.81"W
L20	136.372	S10° 47' 28.24"W
L21	28.888	S36° 46' 42.76"E
L22	34.106	S3° 23' 47.68"E
L23	82.783	S14° 08' 13.31"E
L24	47.345	S30° 40' 14.53"E
L25	50.438	S15° 20' 33.65"W
L26	31.294	S20° 30' 39.81"E
L27	22.431	S8° 40' 46.98"W
L28	58.110	S19° 14' 27.89"W
L29	42.865	S47° 02' 34.45"W
L30	86.810	S60° 49' 52.32"W
L31	39.345	S48° 30' 43.37"W
L32	44.522	S36° 45' 29.89"W
L33	48.294	S69° 24' 41.33"W
L34	47.422	S57° 18' 40.48"W

LINE #	LENGTH	DIRECTION
L35	51.025	S66° 48' 31.20"W
L36	56.918	S66° 41' 16.85"W
L37	45.206	S56° 14' 57.21"W
L38	54.508	S42° 19' 46.41"W
L39	46.890	S33° 53' 05.98"W
L40	45.874	S35° 53' 13.73"W
L41	71.773	S48° 17' 10.73"W
L42	114.164	S9° 38' 33.97"W
L43	60.374	S38° 15' 59.66"W
L44	33.297	S41° 32' 49.83"W
L45	38.228	S71° 59' 50.97"W
L46	28.564	S59° 54' 21.31"W
L47	33.671	S39° 38' 02.79"W
L48	20.192	S47° 25' 11.14"W
L49	35.203	S62° 38' 42.51"W
L50	46.738	S72° 43' 20.72"W
L51	45.770	S66° 15' 56.79"W

LINE #	LENGTH	DIRECTION
L52	44.403	S74° 54' 05.01"W
L53	37.039	N79° 06' 36.31"W
L54	32.793	S74° 38' 55.16"W
L55	21.046	N15° 39' 29.06"W
L56	27.083	S84° 49' 04.32"W
L57	35.732	S74° 54' 36.91"E
L58	14.900	S27° 18' 56.36"E
L59	32.901	S40° 38' 04.49"E
L60	195.461	S32° 06' 42.03"E
L61	68.453	S5° 13' 22.64"E
L62	148.793	S15° 13' 27.77"E
L63	192.838	S9° 32' 59.29"E
L64	137.094	S6° 35' 30.91"E
L65	54.572	S16° 17' 55.69"W
L66	130.505	S5° 20' 46.37"E
L67	48.343	S30° 30' 14.23"E

CURVE #	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	211.64'	2'43'37"	10.07'	N05°58'12"W	10.07'

Exhibit C



NO.	DESCRIPTION:	DATE:	BY:
1			
2			
3			
4			
5			
6			
7			
8			

THE DESIGNS AND IDEAS PRESENTED IN THESE DRAWINGS ARE THE COPYRIGHTED PROPERTY OF ANDREWS ENGINEERING CO., INC. THE USE OR REPRODUCTION OF THESE PLANS OR THEIR CONTENT IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN CONSENT.

Professional Seal: J. Hayes, Professional Engineer, No. 13527, State of South Carolina.

2712 Bull Street Suite A
Beaufort, SC 29902
P: 843.379.2222
F: 843.379.2223

Andrews Engineering & Surveying

BOUDNARY SURVEY
Prepared for
BEAUFORT COUNTY

FORT FREDRICK PARK
TOWN OF PORT ROYAL
BEAUFORT COUNTY
SOUTH CAROLINA

Date Drawn: 03/12/2020
Last Revised: 00/00/00
Drawn By: J. Gray
Surveyor: J. Hayes

SHEET #:
1

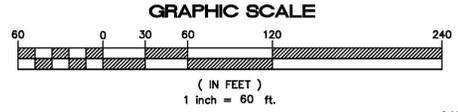
JOB: 190053

LEGEND:

- IPF IRON PIN FOUND
- IPS IRON PIN SET
- CMF CONCRETE MONUMENT FOUND

- NOTES:**
- BEARINGS ARE BASED ON THE SC STATE PLANE COORDINATE SYSTEM NAD 83 (2011) PER NGS TIDAL BENCH MARK, STATION I.D. 8687999.
 - VERTICAL DATUM IS NAVD 88
 - FIELD WORK COMPLETED: 03/06/2020
 - THIS PARCEL IS LOCATED IN FLOOD ZONE "A8" (ELEVATION 13') AS SHOWN ON PANEL NO. 430028 0005 D, REVISED SEPTEMBER 29, 1986 - FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS.
 - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
 - TAX MAP NUMBER:
DMP#R110-009-000-142-0000
DMP#R110-011-000-0155-0000
DMP#R110-009-000-0211-0000
 - ACREAGE:
DMP#R110-009-000-142-0000 0.65 ACRES (28,455 S.F.)
DMP#R110-011-000-0155-0000 2.83 ACRES (123,533 S.F.)
DMP#R110-009-000-0211-0000 3.17 ACRES (139,265 S.F.)
 - OWNER OF RECORD:
DMP#R110-009-000-142-0000 BEAUFORT COUNTY
DMP#R110-011-000-0155-0000 BEAUFORT COUNTY
DMP#R110-009-000-0211-0000 SC DEPT OF NATURAL RESOURCES
 - REFERENCES USED FOR THIS SURVEY ARE LISTED WITH EACH PARCEL ON THIS PLAT.

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





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Settlement documents for litigation with Whitehall Point Holdings, LLC

Council Committee:

County Council

Meeting Date:

January 11, 2021

Committee Presenter (Name and Title):

Kurt Taylor, County Attorney

Issues for Consideration:

It is proposed that County Council approve the settlement of litigation with Whitehall Point Holdings, LLC. The settlement documents include a) the settlement agreement, b) an easement agreement, c) an ordinance approving the easement, d) a development services agreement and e) the payment of \$42,000 to Whitehall Point Holdings, LLC.

Points to Consider:

This would resolve all outstanding issues in the litigation.

Funding & Liability Factors:

The settlement includes a payment of \$42,000 to the plaintiff. No other fees or costs are involved.

Council Options:

Approve, modify, or reject

Recommendation:

Staff recommends Council approve the settlement.

WHEREAS, the parties hereto wish to create cross easements in favor of each other for both access and utilities in the Access and Utility Easement Area and to create a stormwater filtration easement for the benefit of Parcel B in the Stormwater Outfall & Filtration Basin; and

WHEREAS, the parties hereto desire to set forth in this Agreement the terms and conditions governing said easement rights.

NOW THEREFORE, the premises considered and for and in consideration of the sum of TEN AND NO/ 100 DOLLARS (\$10.00), the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Incorporation of Whereas Clauses. The above recitals are true and correct and are hereby incorporated by reference thereto as if restated fully herein.
2. Grant of Easement Rights. Subject to the terms and conditions of this Agreement as hereafter set forth, Whitehall does hereby grant, transfer, sell and convey to County, its successors and assigns, and does create and establish for the benefit of County, and its subtenants, licensees, customers, citizens, agents, employees, invitees, mortgagees, successors and assigns, a perpetual, appurtenant, non-exclusive easement of access, ingress, and egress upon, over and across the Access and Utility Easement Area on Parcel B, along with a perpetual, appurtenant, non-exclusive easement for utilities upon, over, under and across the Access and Utility Easement Area on Parcel B. The sole purposes of said easements is for pedestrian and vehicular ingress and egress and the installation and maintenance of utilities including, without limitation, electricity, gas, water, sewer, cable television, telephone and broadband internet, for the benefit of Parcel A. The benefits and burdens of the easement rights herein granted shall run with the ownership of Parcel A and Parcel B. TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging to and in anywise incident or appertaining to the above-described easement rights. TO HAVE AND TO HOLD all and singular the easement rights before mentioned unto County, its subtenants, licensees, customers, citizens, agents, employees, invitees, mortgagees, successors and assigns forever.

Subject to the terms and conditions of this Agreement as hereafter set forth, County does hereby grant, transfer, sell and convey to Whitehall, its successors and assigns, and does create and establish for the benefit of Whitehall, and its guests, licensees and invitees, a perpetual, appurtenant, non-exclusive easement of access, ingress, and egress upon, over and across the Access and Utility Easement Area on Parcel A, along with a perpetual, appurtenant, non-exclusive easement for utilities upon, over, under and across the Access and

Utility Easement Area on Parcel A, and a perpetual appurtenant, non-exclusive easement for stormwater filtration from Parcel B into the Stormwater Outfall & Filtration Basin. The sole purposes of said easements is for pedestrian and vehicular ingress and egress, the installation and maintenance of utilities including, without limitation, electricity, gas, water, sewer, cable television, telephone and broadband internet, and stormwater drainage, all for the benefit of Parcel B. The benefits and burdens of the easement rights herein granted shall run with the ownership of Parcel A and Parcel B. TOGETHER with all and singular the rights, members, hereditaments and appurtenances belonging to and in anywise incident or appertaining to the above-described easement rights. TO HAVE AND TO HOLD all and singular the easement rights before mentioned unto County, its successors and assigns forever.

3. Reservation of Grantor's Rights. Each party hereto hereby reserves the right to utilize the Access and Utility Easement Area for any and all purposes that are not inconsistent with and do not interfere with the other party hereto's use and of the Access and Utility Easement Area.
4. No Obligation to Pay Rent, Occupancy Changes or Taxes. No party hereto shall be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.
5. Restrictions, Limitations and Conditions of Grants of Easements. The easements granted herein shall be limited to vehicular and pedestrian access, ingress and egress, and the installation, maintenance and use of utilities that shall serve Parcel A and Parcel B, and for stormwater filtration. Neither party shall install a fence or other barrier which could prevent or obstruct the passage of pedestrian or vehicular travel for the purposes stated herein. Each party hereto shall be permitted to maintain the easement area, inclusive of any repairs that are needed to ensure safe passage across the easement area; however, any improvements to the easement area must be approved by the other party hereto in advance of any material changes or improvements made to the Access and Utility Easement Area and the Drainage Pond.
6. Common Ownership. In the event that Parcel A and Parcel B shall at any time be owned in common by one person or entity, then all easements and restrictions herein granted and imposed with respect to the property shall merge, terminate and be of no further force and effect, and said owner shall execute a termination of easement and record the same with the Register of Deeds of Beaufort County, South Carolina.

7. Successors and Assigns. This Agreement and the rights granted herein shall run with the title and land and be appurtenant to Parcel A and Parcel B, shall run with the title to and burden the Access and Utility Easement Area and Parcel A and Parcel B forever, and shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their successors, successors-in title, and assigns.
8. Remedies. In the event either party fails to perform any of the covenants and agreements set forth in this Agreement on its part to be performed within the time or times specified herein, the offended party shall be entitled to enforce its rights hereunder by any remedy available at law or in equity (including, without limitation, specific contractual performance and injunctive relief).
9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to principles of conflicts of laws. Venue for any action under this Agreement shall be in Beaufort County, South Carolina.
10. Amendments. This Agreement may not be amended, modified, altered or terminated except by written agreement signed by Whitehall and County.
11. Binding Effect. This Agreement shall run with the land and shall be binding upon and inure to the benefit of Whitehall, its successors, and assigns, and County, its successors and assigns.

SIGNATURES BEGIN ON NEXT PAGE

STATE OF SOUTH CAROLINA)	COURT OF COMMON PLEAS
)	FOURTEENTH CIRCUIT
COUNTY OF BEAUFORT)	CIVIL ACTION NO.: 2019-CP-07-01342
)	
Whitehall Point Holdings, LLC,)	
)	
Plaintiffs,)	
)	
vs.)	SETTLEMENT AGREEMENT
)	
Beaufort County, South Carolina,)	
)	
Defendant,)	
)	

This Settlement Agreement is made this ___ day of January, 2021 by and between Whitehall Point Holdings, LLC (hereinafter "Plaintiff") and Beaufort County, South Carolina (hereinafter "Defendant" or "County") and collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Contract for the Purchase and sale of real estate;

WHEREAS, the Parties closed on the Purchase and Sale on October 23, 2018, and the documents recorded on that date included, but were not limited to, an Easement Agreement recorded in Book 3709 at Pages 1713-1717 on October 23, 2018 (Easement Agreement);

WHEREAS, the County filed a Notice and Affidavit of Erroneous Easement Agreement Recorded in Book 3709 at Pages 1713-1717 on January 25, 2019 (Erroneous Recording);

WHEREAS, the filing of the Erroneous Recording attempted to void the Easement Agreement and was filed without the concurrent knowledge or consent of Plaintiff;

WHEREAS, Plaintiff filed a lawsuit, which among other things, attempted to reinstate the Easement Agreement;

WHEREAS, Plaintiff filed a Partial Summary Judgment Motion which was denied by the Circuit Court and the Parties have been engaged in discovery;

WHEREAS, the Parties agree that a Settlement of this action will give certainty and finality allowing the Parties to proceed with the Plaintiff's development and the development of the County Park.

NOW THEREFORE, for due and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are incorporated herein.

2. Attached as Exhibit A, is a Plat by Gasque & Associates, Inc., dated September 27, 2018. This Plat showed the Real Property encumbered by the Easement Agreement. This Plat shall be modified as follows:
 - (a) The Proposed 50 foot Access Easement on the County property shall be reduced to 20 feet;
 - (b) The Pump Station has already been moved to Plaintiff's property and will be removed from the location shown on the September 27, 2018 plat; and
 - (c) The "Approved Stormwater Drainage Pond" shall be relabeled as "Stormwater Outfall & Filtration Basin."
 - (d) Whitehall Drive will be removed from Plaintiff's property.
 - (e) All of these changes to the Plat are shown on the Plat with notations thereon as shown on Exhibit B.
3. Plaintiff's engineering for stormwater drainage for its development will only factor in the "Stormwater Outfall & Filtration Basin" for that purpose. This drainage location will remain in its current state. The County Engineer has approved this stormwater outfall and filtration use.
4. The County hereby relinquishes any rights, title, or interest to Whitehall Drive and hereby quit-claims any rights in Whitehall Drive. The County will sign a Quit Claim Deed if requested by Plaintiff.
5. All other terms and conditions of the Easement Agreement will remain the same and will be reinstated by the filing of a new Easement Agreement in accordance with this Settlement Agreement. The new Easement Agreement to be signed and recorded is attached as Exhibit C.
6. The Parties will comply with and fulfill the requirements of the Agreement for Development Services for Whitehall Park that is attached as Exhibit D.
7. The County will pay Plaintiff the sum of \$42,000.00 to compensate Plaintiff for attorney fees since the institution of this action.
8. The Parties, on behalf of themselves and all persons or entities claiming by, through, or under them, and their respective predecessors, successors, heirs and assigns, fully, completely, and finally waive, release, remise, acquit, and forever discharge and covenant not to sue each other, as well as each other's respective officers, directors, shareholders, partners, trustees, employees, affiliated companies, parent or subsidiary companies, representatives, agents, and attorneys with respect to any and all claims, demands, suits, obligations, debts, liabilities, torts, covenants, contracts, or causes of action of any kind whatsoever, at law or in equity, including without limitation, all

claims and causes of action, known or unknown, brought or that could be brought, arising out of or in any way relating to this Action, excluding any claims and/or obligations arising under this Agreement.

9. The Parties hereby covenant and agree that this Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between them concerning the subject matter hereof. This Agreement shall not be amended or modified except in a writing signed by all Parties.
10. This Agreement shall inure to the benefit of the Parties and their respective predecessors, successors, heirs, and assigns and be binding upon the Parties and their respective predecessors, successors, heirs, and assigns.
11. Each person signing this Agreement represents and warrants that such person has been duly authorized and has the requisite authority to sign and deliver this Agreement on behalf of and to bind the Parties to the terms and conditions of this Agreement. Each Party represents and warrants that such Party has full authority and capacity to release and discharge the matters set forth herein on its behalf.
12. The Parties acknowledge that each of them have had the opportunity to consult with their attorneys prior to signing this Agreement.
13. The Parties acknowledge that this Settlement Agreement must be approved by the Beaufort County Council and that the applicable ordinances will also need to be approved by Beaufort County Council.
14. This case will be dismissed with prejudice.

(signatures on following page)

IN WITNESS WHEREOF, the Parties, through themselves or their appropriate officers or agents, have executed this Agreement, effective on this _____ day of December, 2020.

WITNESSES:

WHITEHALL POINT HOLDINGS, LLC

By:
Its:
Date:

BEAUFORT COUNTY, SOUTH CAROLINA

By:
Its:
Date

Ordinance No. 2021 / ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT AGREEMENT BETWEEN BEAUFORT COUNTY AND WHITEHALL POINT HOLDINGS, LLC.

WHEREAS, Beaufort County owns real property ("County Parcel") known as Parcel A, a portion of TMS No. R123 014 000 0002 0000 located in the City of Beaufort, a copy of a plat showing the property is attached hereto as Exhibit A; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to authorize the execution and delivery of the requested Easement Agreement attached as Exhibit B; and

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

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL that the Interium County Administrator is hereby authorized to execute any and all necessary documents for the conveyance of an Easement on property owned by Beaufort County and as described on the attached Exhibit A and Exhibit B.

DONE this ____ day of January, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joe Passiment,

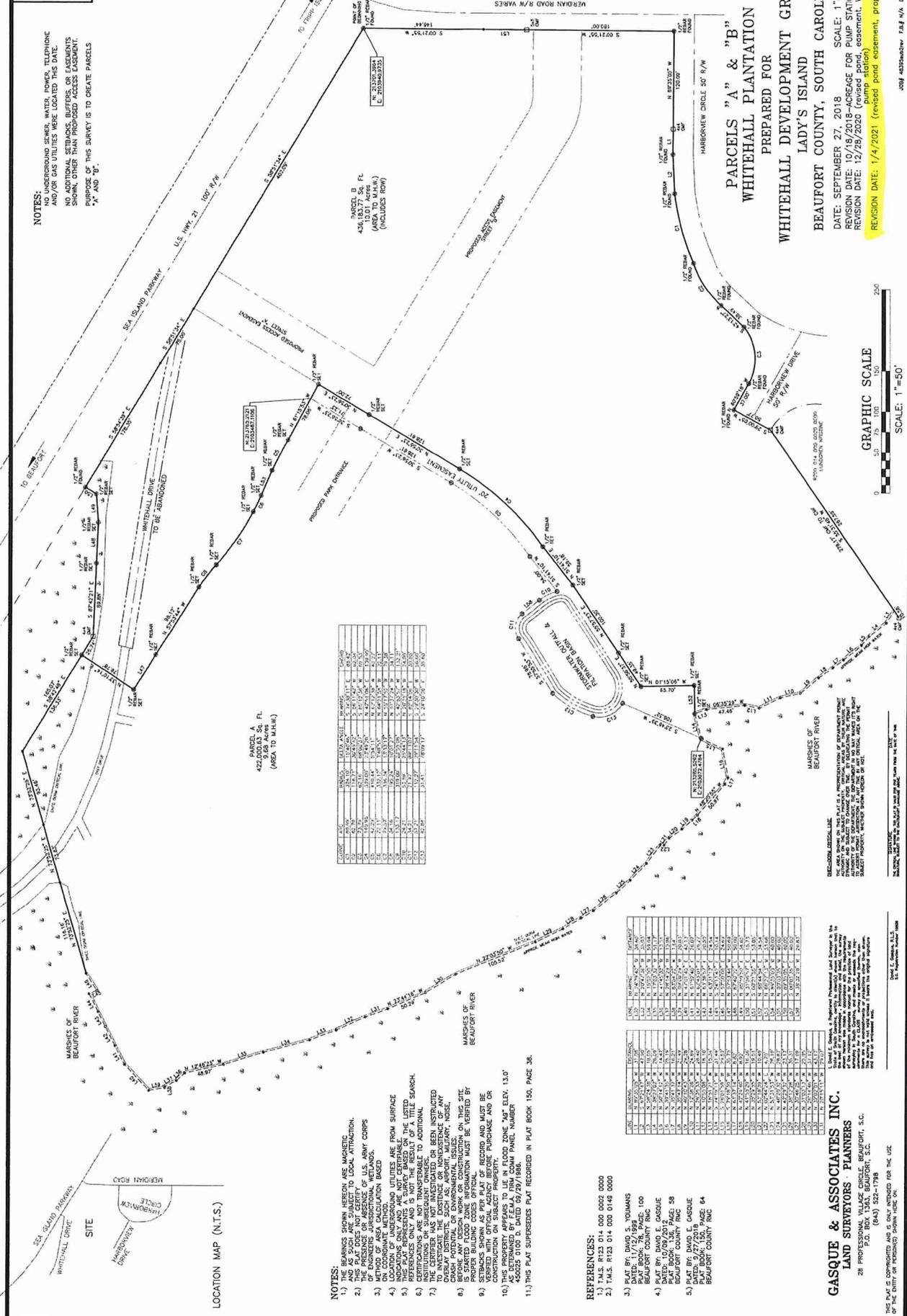
ATTEST:

Sarah W. Brock, Clerk of Council

Third and Final Reading: _____, 2021 / Vote
Public Hearing: _____, 2021
Second Reading: _____, 2021 / Vote
First Reading: _____, 2021 / Vote



NOTES:
 NO UNDERGROUND SEWER, WATER, POWER, TELEPHONE
 OR GAS LINES SHOWN. THESE LINES ARE TO BE LAYED OUT BY THE
 APPLICANT. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING
 ALL NECESSARY PERMITS AND EASEMENTS. THE APPLICANT SHALL
 SHOW, OTHER THAN PROPOSED ACCESS EASEMENTS,
 ALL EASEMENTS AND RIGHTS OF WAY. THE PURPOSE OF THIS SURVEY IS TO CREATE PARCELS
 "A" AND "B".



SECTION	AREA	PERCENT	TOTAL AREA	PERCENT	TOTAL AREA
C1	1.00	25.00	1.00	25.00	1.00
C2	1.00	25.00	1.00	25.00	1.00
C3	1.00	25.00	1.00	25.00	1.00
C4	1.00	25.00	1.00	25.00	1.00
C5	1.00	25.00	1.00	25.00	1.00
C6	1.00	25.00	1.00	25.00	1.00
C7	1.00	25.00	1.00	25.00	1.00
C8	1.00	25.00	1.00	25.00	1.00
C9	1.00	25.00	1.00	25.00	1.00
C10	1.00	25.00	1.00	25.00	1.00
C11	1.00	25.00	1.00	25.00	1.00
C12	1.00	25.00	1.00	25.00	1.00
C13	1.00	25.00	1.00	25.00	1.00
C14	1.00	25.00	1.00	25.00	1.00
C15	1.00	25.00	1.00	25.00	1.00
C16	1.00	25.00	1.00	25.00	1.00
C17	1.00	25.00	1.00	25.00	1.00
C18	1.00	25.00	1.00	25.00	1.00
C19	1.00	25.00	1.00	25.00	1.00
C20	1.00	25.00	1.00	25.00	1.00
C21	1.00	25.00	1.00	25.00	1.00
C22	1.00	25.00	1.00	25.00	1.00
C23	1.00	25.00	1.00	25.00	1.00
C24	1.00	25.00	1.00	25.00	1.00
C25	1.00	25.00	1.00	25.00	1.00
C26	1.00	25.00	1.00	25.00	1.00
C27	1.00	25.00	1.00	25.00	1.00
C28	1.00	25.00	1.00	25.00	1.00
C29	1.00	25.00	1.00	25.00	1.00
C30	1.00	25.00	1.00	25.00	1.00
C31	1.00	25.00	1.00	25.00	1.00
C32	1.00	25.00	1.00	25.00	1.00
C33	1.00	25.00	1.00	25.00	1.00
C34	1.00	25.00	1.00	25.00	1.00
C35	1.00	25.00	1.00	25.00	1.00
C36	1.00	25.00	1.00	25.00	1.00
C37	1.00	25.00	1.00	25.00	1.00
C38	1.00	25.00	1.00	25.00	1.00
C39	1.00	25.00	1.00	25.00	1.00
C40	1.00	25.00	1.00	25.00	1.00
C41	1.00	25.00	1.00	25.00	1.00
C42	1.00	25.00	1.00	25.00	1.00
C43	1.00	25.00	1.00	25.00	1.00
C44	1.00	25.00	1.00	25.00	1.00
C45	1.00	25.00	1.00	25.00	1.00
C46	1.00	25.00	1.00	25.00	1.00
C47	1.00	25.00	1.00	25.00	1.00
C48	1.00	25.00	1.00	25.00	1.00
C49	1.00	25.00	1.00	25.00	1.00
C50	1.00	25.00	1.00	25.00	1.00
C51	1.00	25.00	1.00	25.00	1.00
C52	1.00	25.00	1.00	25.00	1.00
C53	1.00	25.00	1.00	25.00	1.00
C54	1.00	25.00	1.00	25.00	1.00
C55	1.00	25.00	1.00	25.00	1.00
C56	1.00	25.00	1.00	25.00	1.00
C57	1.00	25.00	1.00	25.00	1.00
C58	1.00	25.00	1.00	25.00	1.00
C59	1.00	25.00	1.00	25.00	1.00
C60	1.00	25.00	1.00	25.00	1.00
C61	1.00	25.00	1.00	25.00	1.00
C62	1.00	25.00	1.00	25.00	1.00
C63	1.00	25.00	1.00	25.00	1.00
C64	1.00	25.00	1.00	25.00	1.00
C65	1.00	25.00	1.00	25.00	1.00
C66	1.00	25.00	1.00	25.00	1.00
C67	1.00	25.00	1.00	25.00	1.00
C68	1.00	25.00	1.00	25.00	1.00
C69	1.00	25.00	1.00	25.00	1.00
C70	1.00	25.00	1.00	25.00	1.00
C71	1.00	25.00	1.00	25.00	1.00
C72	1.00	25.00	1.00	25.00	1.00
C73	1.00	25.00	1.00	25.00	1.00
C74	1.00	25.00	1.00	25.00	1.00
C75	1.00	25.00	1.00	25.00	1.00
C76	1.00	25.00	1.00	25.00	1.00
C77	1.00	25.00	1.00	25.00	1.00
C78	1.00	25.00	1.00	25.00	1.00
C79	1.00	25.00	1.00	25.00	1.00
C80	1.00	25.00	1.00	25.00	1.00
C81	1.00	25.00	1.00	25.00	1.00
C82	1.00	25.00	1.00	25.00	1.00
C83	1.00	25.00	1.00	25.00	1.00
C84	1.00	25.00	1.00	25.00	1.00
C85	1.00	25.00	1.00	25.00	1.00
C86	1.00	25.00	1.00	25.00	1.00
C87	1.00	25.00	1.00	25.00	1.00
C88	1.00	25.00	1.00	25.00	1.00
C89	1.00	25.00	1.00	25.00	1.00
C90	1.00	25.00	1.00	25.00	1.00
C91	1.00	25.00	1.00	25.00	1.00
C92	1.00	25.00	1.00	25.00	1.00
C93	1.00	25.00	1.00	25.00	1.00
C94	1.00	25.00	1.00	25.00	1.00
C95	1.00	25.00	1.00	25.00	1.00
C96	1.00	25.00	1.00	25.00	1.00
C97	1.00	25.00	1.00	25.00	1.00
C98	1.00	25.00	1.00	25.00	1.00
C99	1.00	25.00	1.00	25.00	1.00
C100	1.00	25.00	1.00	25.00	1.00

PARCEL A
 422,000.03 SQ. FT.
 (AREA TO M.H.A.)

- NOTES:**
- 1) THE SURVEY IS A GENERAL SURVEY AND NOT A CONVEYANCE SURVEY.
 - 2) THE PLAT DOES NOT CERTIFY TO LOCAL VARIATION.
 - 3) THE PLAT REPRESENTS A SURVEY BASED ON THE LISTED DATA AND IS NOT GUARANTEED TO BE ACCURATE.
 - 4) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE DATA AND ARE NOT GUARANTEED TO BE ACCURATE.
 - 5) THE PLAT REPRESENTS A SURVEY BASED ON THE LISTED DATA AND IS NOT GUARANTEED TO BE ACCURATE.
 - 6) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL SEARCH.
 - 7) THE PLAT REPRESENTS A SURVEY BASED ON THE LISTED DATA AND IS NOT GUARANTEED TO BE ACCURATE.
 - 8) THE PLAT REPRESENTS A SURVEY BASED ON THE LISTED DATA AND IS NOT GUARANTEED TO BE ACCURATE.
 - 9) THE PLAT REPRESENTS A SURVEY BASED ON THE LISTED DATA AND IS NOT GUARANTEED TO BE ACCURATE.
 - 10) THE PLAT REPRESENTS A SURVEY BASED ON THE LISTED DATA AND IS NOT GUARANTEED TO BE ACCURATE.
 - 11) THIS PLAT SUPERSEDES PLAT RECORDED IN PLAT BOOK 150, PAGE 30.

- REFERENCES:**
- 1) T.M.S. R123 014 000 0002 0000
 - 2) T.M.S. R123 014 000 0145 0000

- 3) PLAT BY: DAVID S. YOHAMAS
 DATE: 11/27/1998
 BEAUFORT COUNTY RMC
- 4) PLAT BY: DAVID E. CASQUE
 DATE: 12/27/2018
 BEAUFORT COUNTY RMC
- 5) PLAT BY: DAVID E. CASQUE
 DATE: 12/27/2020
 BEAUFORT COUNTY RMC

GASQUE & ASSOCIATES INC.
 LAND SURVEYORS & PLANNERS
 28 PROFFER DRIVE, BEAUFORT, SC
 (843) 332-1798

THIS PLAT IS CONVEYED AND IS ONLY INTENDED FOR THE USE
 OF THE ENTRY OR RECORDING SHOWN HERE ON.

DATE: 12/27/2020
 SCALE: 1"=50'

GRAPHIC SCALE
 SCALE: 1"=50'

DATE: SEPTEMBER 27, 2018 SCALE: 1"=50'
 REVISION DATE: 10/18/2018—ACREAGE FOR PUMP STATION
 REVISION DATE: 12/29/2020—PUMP STATION
 REVISION DATE: 1/4/2021 (revised pond easement, proposed ROW)

PARCELS "A" & "B"
WHITEHALL PLANTATION
 PREPARED FOR
WHITEHALL DEVELOPMENT GROUP
 LADY'S ISLAND
 BEAUFORT COUNTY, SOUTH CAROLINA

2020 422000.03 SQ. FT. AREA TO M.H.A. DRAWN BY: D.E.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) AGREEMENT FOR DEVELOPMENT
 SERVICES FOR WHITEHALL PARK

THIS AGREEMENT FOR DEVELOPMENT SERVICES FOR WHITEHALL PARK (“Agreement”) is made and entered into this day of _____ day of _____ 2021, by and between WHITEHALL POINT HOLDINGS, LLC, (“WPH”) and BEAUFORT COUNTY, a subdivision of the State of South Carolina (“County”).

WITNESSETH:

WHEREAS, the County has purchased certain property known as Whitehall Park located in The City of Beaufort, Beaufort County, South Carolina from WPH as described on Exhibit "A", and the parties have had discussions with regard to mutually beneficial obligations that shall extend beyond the conveyance of the property and it is their desire to document their understandings with respect to said property; and

WHEREAS, WPH intends to make a charitable gift to the County of (a) the difference between the Purchase Price and (b) the fair market value of the costs and expenses incurred by WPH in providing the design and development services for the development of the Property into a public park pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the County and WPH agree as follows:

- 1. Schematic Park Design. The County is in the process of permitting a conceptual plan for a passive park on the property.
- 2. Civil Design and Permits. WPH agrees to cooperate with the County’s engineering staff and/or engineering consultant on the civil design services, plans and permits from the City of Beaufort, DHEC and OCRM for Whitehall Park, submitted by Carolina Engineering. Civil engineering plans shall include the stormwater outfall and filtration basin area benefitting both parties on park property referenced in a Plat by Gasque & Associates, dated January 4, 2021.
- 3. Roads/Access. WPH agrees to construct and maintain, at no expense to County, the following roads and the parties shall provide the following access agreements:
 - a. Entrance Road from U.S. Highway 21 on Parcel B; County Access Easement. WPH shall construct this entrance road and shall grant County a written access easement for this road from U.S. Highway 21 providing vehicular, biking and pedestrian ingress/egress into Whitehall Park. This entrance road is labelled on WPH’s conceptual plan as Road A and shall be paved through the intersection of this road with the Entrance Road from Meridian Road.

b. Entrance Road from Meridian Road on WPH Property; County Access Easement. WPH shall construct this entrance road from Meridian Road, labelled Road B on WPH's conceptual plan, and shall grant a written access easement to County providing vehicular, biking and pedestrian ingress/egress into Whitehall Park. This entrance road shall be paved through the intersection of this road with the Entrance Road from U.S. Highway 21.

c. Asphalt Roadway. WPH agrees to remove, at WPH's expense and at no cost to County, all asphalt roadways presently existing on Parcel B.

4. Laterals and Stub-outs. WPH agrees to construct, at WPH's expense and at no cost to County, water, electrical and sewer laterals and stub-outs if included in the civil design referenced in Paragraph 2.

5. SCDHEC-OCRM Dock Permit. With input on dock design from County staff, County engineering consultant and City staff, WPH shall cooperate in the application to SCDHEC-OCRM for a dock permit for Whitehall Park. WPH is not obligated for any costs associated with constructing the dock after the permit submission.

6. Signage. County shall provide, at County's sole cost and expense, way finding signage for the Whitehall Park, including a park entrance sign at or near the intersection of Road A and Road B as well as signage on U.S. Highway 21 and Meridian Road.

7. Use of Parcel A; WPH and County shall mutually agree upon the form and substance of a Declaration of Easements, Protective Covenants, Conditions and Restrictions ("Declaration") for the Whitehall Park. The Declaration shall include (i) restrictions on structural amenities located on Parcel A to ensure that scenic views and park ambiance are not disrupted; provided however, it is agreed that structural amenities on Parcel A may include a picnic pavilion, parking lot, public restrooms and water access, (ii) limiting the use of Parcel A to passive park uses.

8. Term. The services to be performed under this Agreement must begin when approved by the Beaufort County Council, and, subject to authorized adjustments as may be agreed to by the parties, substantial completion and execution and delivery of the easements and Declaration contemplated herein must be achieved not later than December 31, 2021.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control (a "Force Majeure Event"), including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) actions, embargoes, or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; and (f) strikes, labor stoppages or slowdowns, or other industrial disturbances. The party suffering a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

9. WPH Charitable Gift. WPH intends to make as a charitable gift to County the value of the expenses incurred by WPH in connection with WPH fulfilling its obligations under this Agreement. WPH acknowledges that County and/or its agents shall not take a position on either the value or the tax deductibility of any charitable donation value claimed by the WPH as a result of WPH performing its obligations under this Agreement. Should WPH choose to file for federal and/or state charitable donation benefits pursuant to WPH performing its duties and incurring expenses pursuant to this Agreement, WPH must provide documentation of such expenses to County and allow five (5) business days for County's review. County agrees to work in good faith with WPH to provide required documentation; however, County reserves the right to refuse to provide a gift acknowledgement letter or to execute WPH's IRS Form 8283 if County has significant concerns about the appraisal value or the tax deduction.

10. Miscellaneous.

a. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

b. Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the Purchase Agreement, the statements in the body of this Agreement shall control.

c. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

d. Notices. Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the WPH or the County, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

To County: Beaufort County
 Post Office Box 1228
 Beaufort, SC 29901
 Attn: Kurt Taylor, Beaufort County Attorney
 E-mail: kurt.taylor@bcgov.net
 843-255-2027

Copy to: Terry A. Finger.
 Finger, Melnick & Brooks, P.A.
 Post Office Box 24005
 Hilton Head Island, SC 29925
 843-681-7004
tfinger@fingerlaw.com

To WPH: Whitehall Point Holdings, LLC
 1124 Park West Boulevard, Suite 101
 Mount Pleasant, SC 29466
 Attn: George McLaughlin
 E-mail: g@whitehalldg.com
 803-960-8240

And

Whitehall Point Holdings, LLC
 156 Spanish Point Drive
 Beaufort, SC 29902
 Attn: Sam Levin
 E-mail: sam.levin234gmail.com
 843-345-0824

Copy to: William B. Harvey, III
 P.O. Box 1107
 Beaufort, SC 29901
 E-Mail: bharvey@harveyandbattey.com
 843-524-3109

e. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

h. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

(Signature page to follow)

IN WITNESS WHEREOF, the County herein has caused this Agreement to be duly executed this _____ day of _____, 2021.

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

IN WITNESS WHEREOF, Whitehall Point Holdings, LLC herein has caused this Agreement to be duly executed as of this _____ day of _____, 2021.

WITNESSES:

WHITEHALL POINT HOLDINGS, LLC

By: _____

Its: _____

Exhibit "A"
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina and being shown and designated as "Parcel A", containing 9.68 acres, more or less, on that certain plat prepared by David E. Gasque, RLS dated September 27, 2018, last revised October 18, 2018, and recorded in Plat Book 150 at Page 64, in the Register of Deeds Office for Beaufort County, South Carolina. For a more complete description of said property, reference may be had to an individual plat prepared by David E. Gasque, RLS, dated October 17, 2018, and recorded in Plat Book ____ at Page ____, in the Register of Deeds Office for Beaufort County, South Carolina.

CHARLOTTE 216078.3



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Ordinance for Refunding of Bonds</i>
MEETING NAME AND DATE:
Finance Committee, 01/19/2021
PRESENTER INFORMATION:
<i>Whitney Richland, Chief Financial Officer</i> <i>10 Minutes</i>
ITEM BACKGROUND:
<i>Staff is purposing an Ordinance to Refund Bonds, Series 2021 in a principal amount not to exceed \$13,500,000.</i>
PROJECT / ITEM NARRATIVE:
The proceeds for the 2021 Bond in the amount not to exceed \$13,500,000 will be used to refund the 2011 Bonds and the 2012E Bonds. Staff has discussed the potential cost savings of the refund with Bond Counsel and the related savings with current market rates is approximately \$2 million.
FISCAL IMPACT:
<i>The potential savings are approximately \$2 million. The amount of the bond is not to exceed \$13,500,000.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that the Finance Committee approve the Ordinance.
OPTIONS FOR COUNCIL MOTION:
<i>Motion for the Committee to approve the Ordinance or Motion to deny the Ordinance.</i> <i>Move forward to Council for First Reading/Approval/Adoption on 01/25/2021.</i>

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$13,500,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the "County Council") of Beaufort County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the S.C. Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State of South Carolina (the "State") may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the S.C. Code provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) In a referendum (the "Referendum") held in the County on November 7, 2006, the following question was submitted to the qualified electors of the County:

Shall the County be empowered to issue, either at one time as a single issue or from time to time as several separate issues, general obligation bonds of the County in the aggregate principal amount not to exceed \$50,000,000, the proceeds of which shall be used for the purpose of defraying the costs of the County Rural and Critical Land Preservation Program which preserves land by purchasing open land, development rights and conversation easements in all areas of Beaufort County, in order to alleviate traffic congestion in high growth areas and to protect water quality, natural lands, wildlife areas, farmland, parkland, coastal areas, rivers and wetlands, legal fees and costs of issuance of such bonds, provided

that all expenditures shall be prioritized based upon the official criteria and ranking system established for the County and subject to annual audit?

The Referendum was duly conducted and a majority of the qualified electors of the County voted in favor of the issuance of the general obligation bonds.

(f) The assessed value of all the taxable property in the County as of June 30, 2019, is \$1,934,462,170. Eight percent of the assessed value is \$154,756,973. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$101,517,127 which includes the Series 2011 Bonds (defined below) to be refunded. Thus, the County may incur not exceeding \$53,239,846 of additional general obligation debt within its applicable debt limitation.

(g) Pursuant to the Constitution, statutory authorizations, the Referendum and Ordinance No. 2011/38 enacted by the County Council on December 5, 2011 (the "2011 Ordinance"), the County issued its original principal amount \$10,000,000 General Obligation Bonds, Series 2011, dated December 28, 2011 (the "Series 2011 Bonds").

(h) Pursuant to the Constitution, statutory authorizations, and Ordinance No. 2012/3 enacted by the County Council on February 27, 2012 (the "2012 Ordinance"), the County issued its original principal amount \$6,000,000 General Obligation Bonds, Series 2012E, dated October 11, 2012 (the "Series 2012 Bonds").

(i) The Series 2011 Bonds are currently outstanding in the principal amount of \$8,090,000, which includes the March 1, 2021, maturity in the amount of \$270,000, which will not be refunded. The Series 2011 Bonds maturing on or after March 1, 2022, shall be subject to redemption at the option of the County on or after March 1, 2021, as a whole or in part at any time, in such order of redemption as the County may determine, at par plus accrued interest to the date fixed for redemption. The 2012 Bond is currently outstanding in the principal amount of \$5,357,658.90, and is prepayable at any time, in whole or in part, without penalty.

(j) Sections 11-21-10 to 11-21-80 of the S.C. Code empower any "public agency" to utilize the provisions of Article 5, Chapter 15, Title 11 (the "Refunding Act") of the S.C. Code to effect the refunding of any outstanding general obligation bonds.

(k) Based on current market conditions and projected savings, the County Council finds that it is in the best interest of the County to effect a refunding of all or a portion of the outstanding Series 2011 Bonds and the Series 2012 Bond (the "Bonds to be Refunded") because a savings can be effected through the refunding of such Bonds to be Refunded. The County Council recognizes, however, that current market conditions may change and that, as of the date of enactment of this Ordinance, a determination cannot be made as to the amount of such savings, if any, realized through the refunding of the Bonds to be Refunded and that certain authority relating to such refunding is delegated to the County Administrator and/or his lawfully-authorized designee through this Ordinance. Because the Refunding Act requires that refunding bonds be sold at public sale, there can be no assurance that market conditions at the time of such sale will be similar to the prevailing rates on the date of the enactment of this Ordinance. If the rates of interest on the refunding bonds authorized by this Ordinance do not result in satisfactory debt service savings, the County Council, through the authority delegated to the County Administrator and/or his lawfully-authorized designee, will be empowered to reject bids for the purchase of the refunding bonds.

(l) Pursuant to Ordinance No. 2012/10 adopted on August 13, 2012, the County Council adopted Written Procedures related to Tax-Exempt Debt.

(m) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$13,500,000 principal amount general obligation refunding bonds of the County to provide funds for (i) refunding the Bonds to be Refunded; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$13,500,000 aggregate principal amount of general obligation refunding bonds of the County to be designated “\$13,500,000 (or such lesser amount issued) General Obligation Refunding Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”), for the purposes set forth in Section 1(m) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees. The Bonds will be issued in one or more series, each with an appropriate series designation.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the 2011 Ordinance and the 2012 Ordinance and interest on such Bonds to be Refunded as and when the same becomes due.

Upon the delivery of the Bonds, the principal proceeds thereof, less issuance expenses, may be deposited with an escrow agent to be named (the “Escrow Agent”) and held by it under a written refunding trust agreement between the Escrow Agent and the County (the “Refunding Trust Agreement”) in an irrevocable trust account or said proceeds may be deposited with the Paying Agent for the Bonds to be Refunded, as determined by the County Administrator.

The County Administrator and/or his lawfully-authorized designee are hereby authorized and directed for and on behalf of the County to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Ordinance, including the execution and delivery of a Refunding Trust Agreement or Escrow Deposit Agreement, if required.

The Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine whether all of a portion of the Bonds should be sold together and whether all or a portion of the Bonds should be sold with all or a portion of not exceeding \$51,000,000 authorized in 2016 but not issued; (f) determine the date and time of sale of the Bonds; (g) receive bids on behalf of the County Council; and (h) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the S.C. Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the S.C. Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Book-Entry System. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Escrow Agent pursuant to the terms of the Refunding Trust Agreement. The remaining proceeds, if any, shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 21. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Hilltop Securities, as financial advisor, in connection with the issuance of the Bonds. The County Administrator is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ____ day of _____, 2021.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
GENERAL OBLIGATION REFUNDING BOND, SERIES 2021

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of Regions Bank in Atlanta, Georgia (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently Regions Bank in Atlanta, Georgia (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to Article X of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"); Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapters 15, 21 and 27, Code of Laws of South Carolina 1976, as amended;; and Ordinance No. _____ duly enacted by the County Council on _____, 2021.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of

County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

_____ Signature Guaranteed:

_____ (Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

EXHIBIT B

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), Large Meeting Room, Bluffton Branch Library, 120 Palmetto Way, Bluffton, South Carolina, at 6:30 p.m. on _____, 2020.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Refunding Bonds of Beaufort County, South Carolina, in the principal amount of not exceeding \$ _____ (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) refunding all or a portion of the County's outstanding original principal amount \$10,000,000 General Obligation Bonds, Series 2011 and all or a portion of the County's outstanding original principal amount \$6,000,000 General Obligation Bonds, Series 2012E; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

EXHIBIT C

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on _____, 2021, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$_____; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance").

The proceeds of the bonds will be used for the following purposes: (i) refunding all or a portion of the County's outstanding original principal amount \$10,000,000 General Obligation Bonds, Series 2011 and all or a portion of the County's outstanding original principal amount \$6,000,000 General Obligation Bonds, Series 2012E; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

EXHIBIT D

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE
\$ _____ * GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021
BEAUFORT COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN electronic bids only will be received on behalf of Beaufort County, South Carolina (the “County”) until 11:00 a.m., South Carolina time, on _____, _____, 2021, for the purchase of \$ _____ * General Obligation Refunding Bonds, Series 2021, of the County (the “Bonds”).

THE SALE MAY BE CANCELLED OR POSTPONED OR ANY OTHER PROVISION OF THIS OFFICIAL NOTICE OF SALE MAY BE AMENDED BY THE COUNTY UPON NO LESS THAN _____ HOURS PRIOR NOTICE COMMUNICATED THROUGH THOMSON MUNICIPAL MARKET MONITOR. IF SUCH A POSTPONEMENT, CHANGE OR AMENDMENT OCCURS, BIDS WILL BE RECEIVED IN ACCORDANCE WITH THIS OFFICIAL NOTICE OF SALE, AS MODIFIED BY SUCH NOTICE.

Electronic Bids: Electronic proposals must be submitted through i-Deal’s Parity Electronic Bid Submission System (“Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849- 5021.

Interest on the Bonds will be payable semiannually on March 1 and September 1 of each year, until the Bonds mature, commencing September 1, 2021. The Bonds will be dated their date of delivery, and will mature serially in successive annual installments on March 1 in each of the years and in the principal amounts as shown below:

(March 1)	Principal	(March 1)	Principal
<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>

*Preliminary, subject to adjustment

Adjustment of Maturity Schedule: The schedule of maturities set forth above (the “Maturity Schedule”) represents an estimate of the principal amounts and maturities of the bonds which will be sold. If, after final computation of the bids, the County determines that the maturities of the Bonds should be adjusted in order to maintain structured debt service on all of its outstanding bonds, the County reserves the right either to increase or decrease the principal amount of any maturity of the Bonds and to decrease or increase the par amount of the Bonds (all calculations to be rounded to the near \$5,000), provided that any such decrease in par amount shall not exceed 15% of the par amount in the aggregate. If increased, the par amount of the Bonds shall not exceed the total amount of Bonds authorized to be issued.

In the event of any such adjustment of the Maturity Schedule for the Bonds as described herein, no rebidding or recalculation of the bids submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

Redemption Provisions: The Bonds maturing prior to March 1, _____ shall not be subject to redemption prior to their stated maturities. The Bonds maturing on and after March 1, _____ shall be subject to redemption at the option of the County on or after March 1, _____, as a whole or in part at any time, in such order of redemption as the County may determine, at par, plus accrued interest to the date fixed for redemption.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

Registrar/Paying Agent: Regions Bank, Atlanta, Georgia will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1%. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds or a bid at a price less than par will not be considered.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the “Official Statement”) in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: For the payment of the principal of and interest on the Bonds, as they respectively mature, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

CUSIP Numbers: CUSIP identification numbers and CUSIP Service Bureau charges for assignment of the numbers will be the responsibility of the successful bidder and should be provided to the County within five (5) days of being selected as the winning bidder, but any delay, error or omission with respect thereto shall not constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. The successful bidder shall also be responsible for securing DTC eligibility.

Financial Advisor: Hilltop Securities Inc. (“Hilltop”) is acting as Financial Advisor (the “Financial Advisor”) to the County in connection with the issuance of the Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Hilltop, in its capacity as Financial Advisor, has not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies or rating agencies.

Delivery: The Bonds will be delivered on or about _____, 2021, through DTC in New York, New York, at the expense of the County. The balance of the purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at <http://i-dealprospectus.com>. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County’s Bond Counsel, Francenia B. Heizer, Esquire, Burr & Forman LLP, telephone (803) 799-9800, e-mail: fheizer@burr.com or with the County’s Financial Advisor, Chad Cowan, Director, Hilltop Securities, telephone (704) 654-3454; e-mail: chad.cowan@hilltopsecurities.com.

BEAUFORT COUNTY, SOUTH CAROLINA

EXHIBIT E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Refunding Bonds, Series 2021, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to ordinances adopted by the County Council of the County (the “Ordinances”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders of the Bonds and in order to assist the Participating Underwriter (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2022, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Repository, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Assessed Value of Taxable Property in the County;
- (e) Tax rates for the County;
- (f) Tax collections for the County; and
- (g) Ten largest taxpayers (including fee-in-lieu-of-tax) for the County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available

from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”) with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders;
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than 10 business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying

event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinances, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The provisions of this Section 11 shall apply if the County is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriter, and holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2021

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina

Name of Issue: \$_____ General Obligation Refunding Bonds, Series 2021,
Beaufort County, South Carolina

Date of Issuance: _____, 2021

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

BEAUFORT COUNTY, SOUTH CAROLINA



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Resolution on Local Accommodations Tax and Hospitality Tax</i>
MEETING NAME AND DATE:
County Council, 01/25/2021
PRESENTER INFORMATION:
<i>Hayes Williams, Finance Director</i> <i>10 Minutes</i>
ITEM BACKGROUND:
<i>Resolution of the Local Accommodations Tax and Hospitality Tax</i>
PROJECT / ITEM NARRATIVE:
Resolution to close Factory Creek Boat Ramp Project in the Local Hospitality Tax (Ordinance 2017/33 and 2018/43 from encumbered into fund balance totaling \$77,759. Transfer of Fund balance in Local Accommodations Tax from the Operations Fund \$366,806 to Tourism Infrastructure Fund \$183,403 and to River and Beach Access Fund \$183,403.
FISCAL IMPACT:
<i>Transfer encumbrance for Factory Creek Boat Ramp \$77,759 into Fund Balance for the Local Hospitality Tax Fund. Transfer fund balance from Operations Fund Balance in Local Accommodations Tax \$366,806 split between \$183,403 Tourism Infrastructure and \$183,403 River/ Beach Access.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Approve resolution for realignment of Fund Balance in Accommodations Tax and Hospitality Tax.
OPTIONS FOR COUNCIL MOTION:
<i>Motion to Approve Resolution for realigning funds.</i>

RESOLUTION 2021/___

A RESOLUTION OF BEAUFORT COUNTY COUNCIL TO REALLOCATE CERTAIN FUNDS WITHIN THE LOCAL HOSPITALITY TAX AND ACCOMMODATIONS TAX FUNDS

WHEREAS, Beaufort County maintains funds arising from collections of the local Hospitality Tax and Accommodations Tax; and

WHEREAS, from time to time it becomes necessary or advisable to reallocate funds within certain budget categories; and

WHEREAS, Beaufort County Council hereby finds that now is the appropriate time to reallocate certain funds to other categories to enable them to be appropriated at a later date for qualifying projects and purposes;

NOW, THEREFORE, Beaufort County Council, in meeting duly assembled does hereby resolve as follows:

1. Close the project known as the Factory Creek Boat Ramp Project in the Local Hospitality Tax (Ordinance 2017/33 and 2018/43 from encumbered into fund balance totaling \$77,759.
2. Transfer Fund balance in Local Accommodations Tax from the Operations Fund \$366,806 to Tourism Infrastructure Fund \$183,403 and to River and Beach Access Fund \$183,403.

Respectfully submitted this 25th day of January, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Jr.

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">JANUARY 25, 2020
PRESENTER INFORMATION:
CHAIRMAN PASSIMENT
ITEM BACKGROUND:
AIRPORTS BBOARD <ul style="list-style-type: none">IAN SCOTT - BEAUFORT REGIONAL CHAMBER OF COMMERCE (2nd Term) ENDS ON 2/21 - COMMITTEE APPROVED ON 01.19.21THOMAS SHEAHAN - ACTIVE /RECENTLY RETIRED COMMERCIAL PILOT (2nd Term) ENDS ON 2/21- COMMITTEE APPROVED ON 01.19.21
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF REAPPOINTMENT FOR IAN SCOTT AND THOMAS SHEAHAN TO AIRPORTS BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR IAN SCOTT AND THOMAS SHEAHAN TO AIRPORTS BOARD.

Ian D. Scott

[REDACTED]
[REDACTED]
[REDACTED]

T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government
100 Ribault Rd.
Beaufort, SC 20091

To Whom it may concern:

This is a statement to verify the intention that I, *Ian Scott*, am seeking *REAPPOINTMENT* to the *Beaufort County Airports Board*. My current seat ends in February 2021.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Ian D. Scott". The signature is written in a cursive style with a large initial "I" and "S".

Ian D. Scott

[REDACTED]

Elana Milbrandt
Senior Administration Assistant
Hilton Head Island Airport

To Whom it may concern:

This is a statement to verify the intention that I, Thomas W. Sheahan, am seeking appointment from the Beaufort County Airports Board. This will go into effect on 10/26/2020.

Sincerely,



Thomas W. Sheahan

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Ian Scott**	**	*	*	**	**	**	**	**	**	1	1	*	2	100%
Ackerman	1	*	*	1	1	1	1	1	1	1	1	*	9	100%
Adlam	1	*	*	1	0	1	1	1	1	1	1	*	8	89%
Ahern***	1	*	*	1	1	1	1	1	1	1	1	*	9	100%
Bailey	1	*	*	1	1	1	1	1	1	0	1	*	8	89%
Buckley	1	*	*	1	1	1	1	1	0	1	1	*	8	89%
Esposito	1	*	*	1	1	1	1	1	1	1	0	*	8	89%
Wilbur***	1	*	*	1	1	1	1	1	1	1	***	*	8	100%
Williams ***	1	*	*	***	***	***	***	***	***	***	***	*	1	100%
Turrisi	1	*	*	1	1	1	1	1	0	1	1	*	8	89%
Chris Butler	1	*	*	1	1	1	0	1	1	1	0	*	7	78%
Trey Ambrose	1	*	*	1	1	1	0	1	1	1	1	*	8	89%
Thomas Sheahan**	**	*	*	**	**	**	**	**	**	1	1	*	2	100%

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Ian Scott**	**	*	*	**	**	**	**	**	**	1	1	*	2	100%
Ackerman	1	*	*	1	1	1	1	1	1	1	1	*	9	100%
Adlam	1	*	*	1	0	1	1	1	1	1	1	*	8	89%
Ahern***	1	*	*	1	1	1	1	1	1	1	1	*	9	100%
Bailey	1	*	*	1	1	1	1	1	1	0	1	*	8	89%
Buckley	1	*	*	1	1	1	1	1	0	1	1	*	8	89%
Esposito	1	*	*	1	1	1	1	1	1	1	0	*	8	89%
Wilbur***	1	*	*	1	1	1	1	1	1	1	***	*	8	100%
Williams ***	1	*	*	***	***	***	***	***	***	***	***	*	1	100%
Turrisi	1	*	*	1	1	1	1	1	0	1	1	*	8	89%
Chris Butler	1	*	*	1	1	1	0	1	1	1	0	*	7	78%
Trey Ambrose	1	*	*	1	1	1	0	1	1	1	1	*	8	89%
Thomas Sheahan**	**	*	*	**	**	**	**	**	**	1	1	*	2	100%



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING -JANUARY 25, 2021
PRESENTER INFORMATION:
CHAIRMAN PASSIMENT
ITEM BACKGROUND:
STEVEN GREEN (AT-LARGE) COMMITTEE APPROVED 1/19/21 (1st Term) REPLACING CONSTANCE GARDNER WHO RESIGNED EFFECTIVE 2/1/21
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF THE APPOINTMENT OF STEVEN GREEN TO ACCOMODATIONS TAX (2 % STATE) BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT OF STEVEN GREEN TO ACCOMODATIONS TAX (2% STATE) BOARD



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- 1 Accommodations Tax (2% State)
- Airports
- Alcohol and Drug Abuse
- Assessment Appeals
- Beaufort County Transportation
- Beaufort-Jasper Economic Opportunity
- Beaufort-Jasper Water & Sewer
- Beaufort Memorial Hospital
- Bluffton Township Fire
- Burton Fire
- Coastal Zone Management Appellate (inactive)
- Construction Adjustments and Appeals
- Daufuskie Island Fire
- Design Review
- Disabilities and Special Needs
- Economic Development Corporation
- Forestry (inactive)
- Historic Preservation Review
- Keep Beaufort County Beautiful
- Lady's Island / St. Helena Island Fire
- Library
- Lowcountry Council of Governments
- Lowcountry Regional Transportation Authority
- Parks and Recreation
- Planning *
- Rural and Critical Lands Preservation
- Sheldon Fire
- Social Services (inactive)
- Solid Waste and Recycling
- Southern Beaufort County Corridor Beautification
- Stormwater Management Utility
- Zoning

DATE: 12/16/20 NAME: Steven F. Green

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Self Employed

TELEPHONE: (Home) [REDACTED] (Office) [REDACTED] EMAIL: [REDACTED]

HOME ADDRESS: [REDACTED] STATE: SC ZIP CODE: [REDACTED]

MAILING ADDRESS: Same as above STATE: SC ZIP CODE: [REDACTED]

COUNTY COUNCIL DISTRICT: 1 2 3 4 5 6 7 8 9 10 11

ETHNICITY: Caucasian African American Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes No

If "yes", what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

* Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature:

**Beaufort County Planning Commission
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.

STEVEN F. GREEN
Capability Brief

Project Management
Contract Administration
Education Training
Financial Planning

EXPERIENCE:

- President and CEO, Hilton Head Housecare, Burton,SC: 1988-Present.
Makes final policy, administrative, operations, marketing, management, and strategic planning, serves as a project manager and is responsible for leading and managing the overall operations of his company.
- Financial Planner, Investment Management & Research, Inc, Beaufort,SC: 1984-1988.
Financial Planner,Edward D. Jones and Company, Beaufort,SC: 1982-1984.
Financial Planner,Investor's Diversified Services, Beaufort,SC: 1978-1982.
Prepared financial plans, long-term and short-term, managed investment accounts that includes: stocks, bonds, money market, mutual funds, and individual retirement accounts.
Performed business planning, personal financial planning, retirement planning and estate planning.
- Production Supervisor, Miliken and Company, Robins,NC: 1976-1978.
Supervised 12 third shift employees on the production line, responsible for quality control of cloth production, scheduled employees work hours, computed and submitted employees payroll information.
- Account Adjuster, American Credit Company, Concord,NC: 1975-1976.
Assisted customers in bringing their accounts current. Conducted dealer floor plans audits, insurance department quality control, maintained past due accounts under 1% for a nine month.

EDUCATION

Bachelor of Science degree in Business Administration, 1975
Lane College, Jackson, Tennessee

Beaufort High School, 1971
Beaufort, South Carolina

PROFESSIONAL TRAINING

Minority Business Executive Program, Tuck Business School, 1998
Dartmouth College, New Hanover, New Hampshire
Advanced Minority Business Executive Program, Tuck Business School, 1999
Dartmouth College, New Hanover, New Hampshire
Management Orientation Program, Miliken, Inc., 1977
Robins, North Carolina
Stock Broker Training, Edward D. Jones and Company, 1982
Minneapolis, Minnesota

AFFILIATIONS

National Executive Housekeeping Association
Building Services Contract Association
American Society of Hospital Executive Services
Phi Beta Sigma Fraternity
Mount Carmel Baptist Church

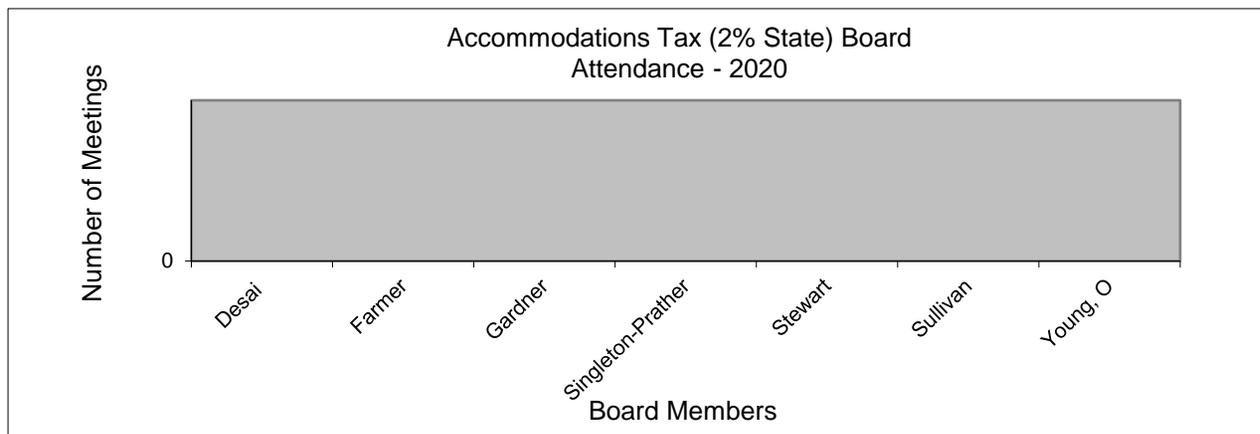
COMPUTER SKILLS

Proficient in Microsoft Access, Excel, Word, Project Manager, and Powerpoint

Accommodations Tax (2% State) Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	*	*	*	*	*	*	*	*	*	21	*	3		
Desai										1		1		
Farmer										1		1		
Gardner										0		***		
Singleton-Prather										1		0		
Stewart										1		1		
Sullivan										1		1		
Young, O										1		1		

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

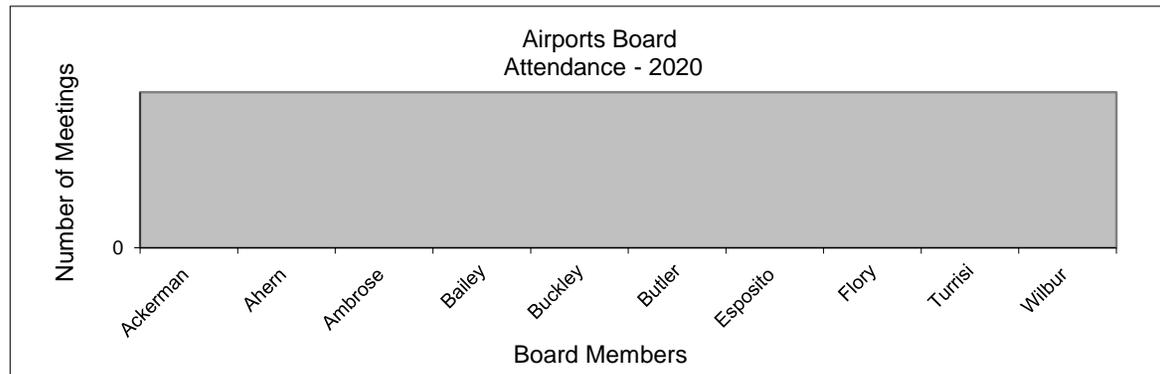


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Airports Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Ackerman														
Ahern														
Ambrose														
Bailey														
Buckley														
Butler														
Esposito														
Flory														
Turrisi														
Wilbur														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

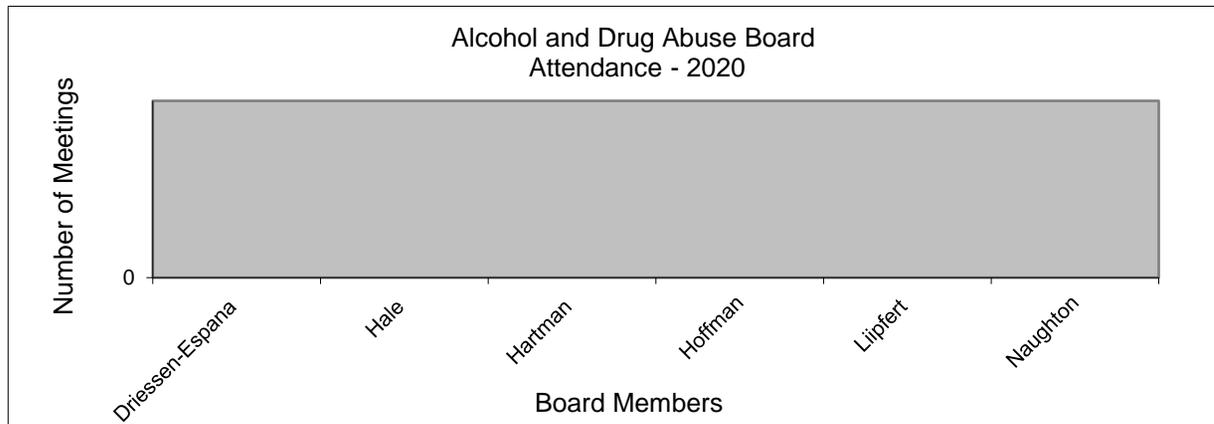


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Alcohol and Drug Abuse Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Driessen-Espana														
Hale														
Hartman														
Hoffman														
Liipfert														
Naughton														
Zimbron														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

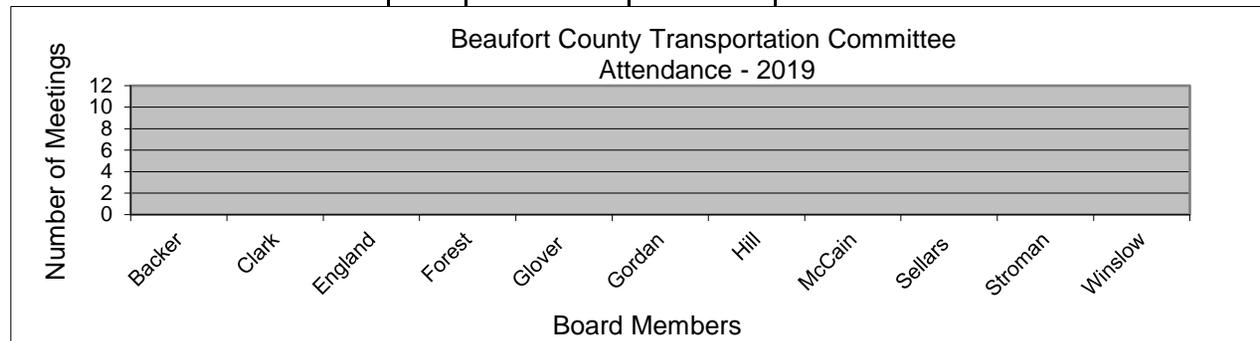


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort County Transportation Committee
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Backer														
Clark														
England														
Forest														
Glover														
Gordan														
Hill														
McCain														
Sellars														
Stroman														
Winslow														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

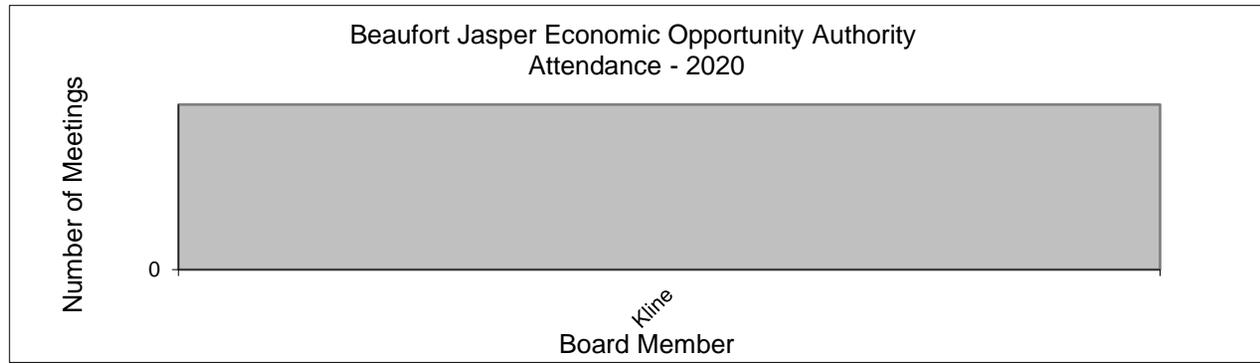


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort Jasper Economic Opportunity Authority
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Kline														#DIV/0!

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

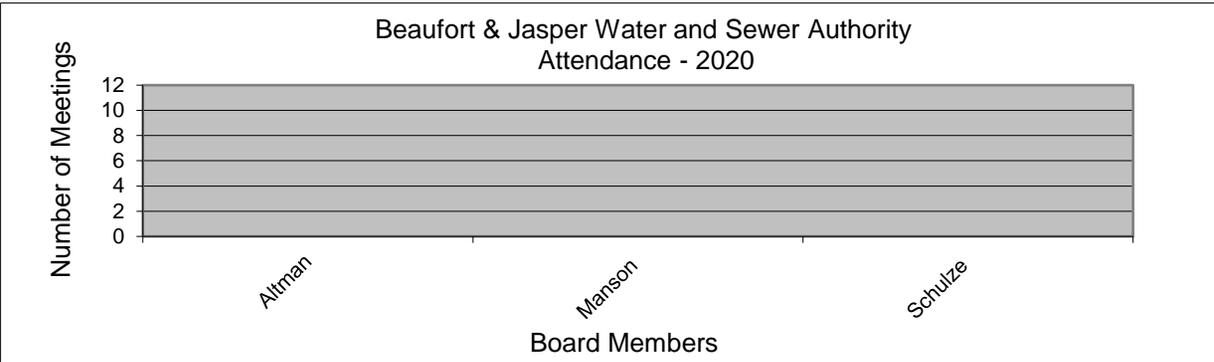


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort & Jasper Water and Sewer Authority
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Altman														
Manson														
Schulze														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

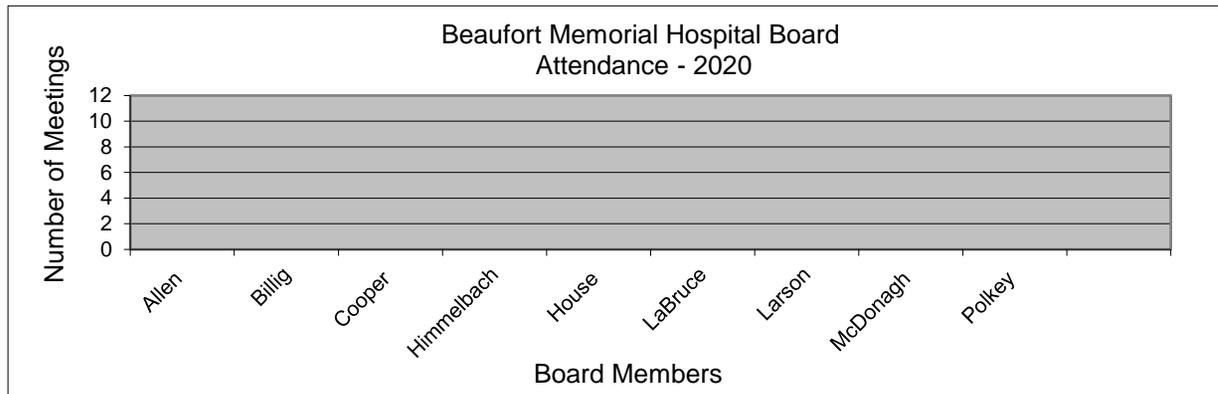


24Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort Memorial Hospital Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Allen														
Billig														
Cooper														
Himmelbach														
House														
LaBruce														
Larson														
McDonagh														
Polkey														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
McDonagh 021119
- *** Resigned

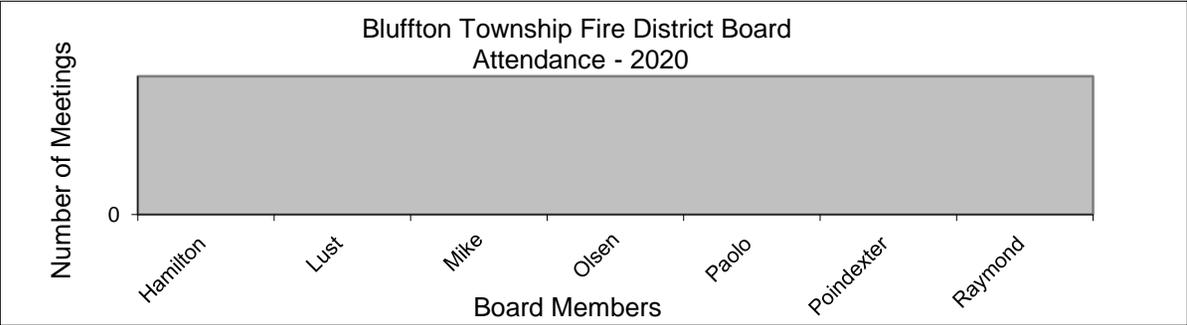


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Bluffton Township Fire District Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Hamilton														
Lust														
Mike														
Olsen														
Paolo														
Poindexter														
Raymond														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

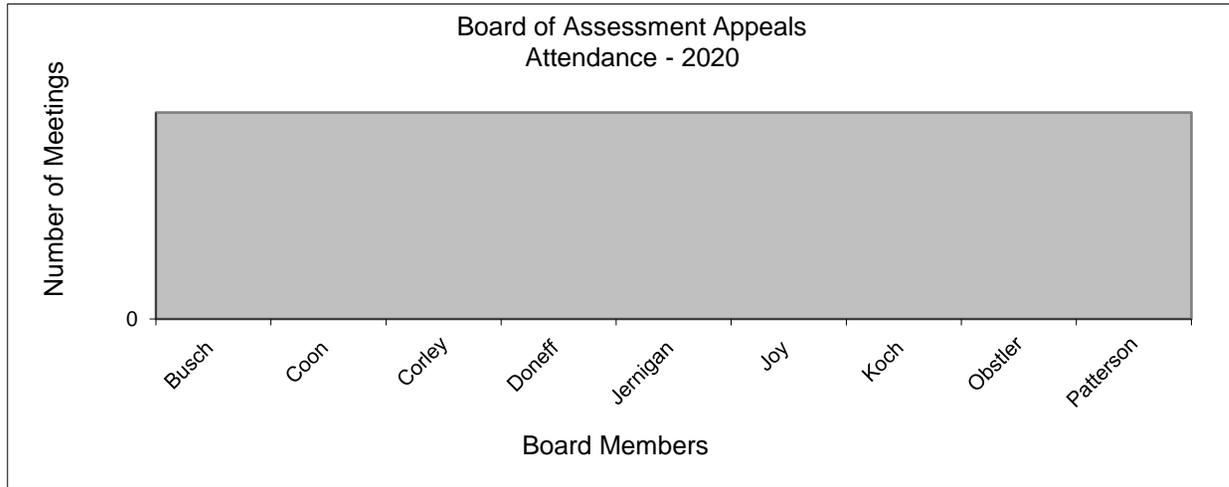


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Board of Assessment Appeals (formerly Tax Equalization Board)
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Busch														
Coon														
Corley														
Doneff														
Jernigan														
Joy														
Koch														
Obstler														
Patterson														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned
- Note: Conference Assignments
 - Beaufort = Bft
 - Bluffton = Bluf
 - Hilton Head Island = Hhi

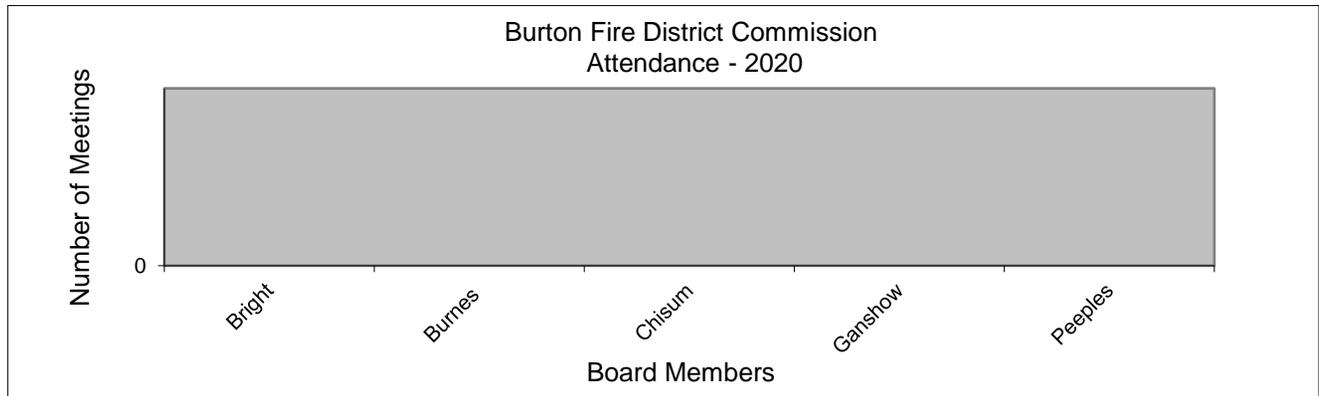


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Burton Fire District Commission
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Bright														
Burnes														
Chisum														
Ganshow														
Peeples														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned



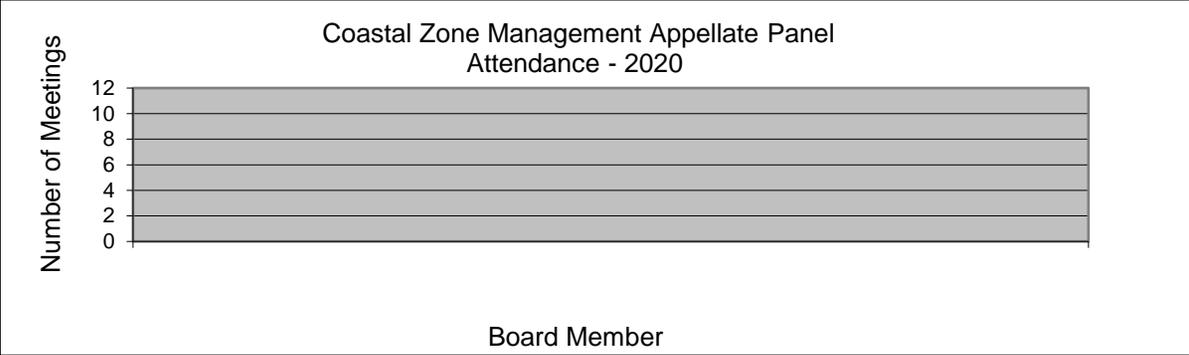
Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Coastal Zone Management Appellate Panel
Attendance 2020

Inactive Board

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	*	*	*	*	*	*	*	*	*	*	*	*		
													0	-

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

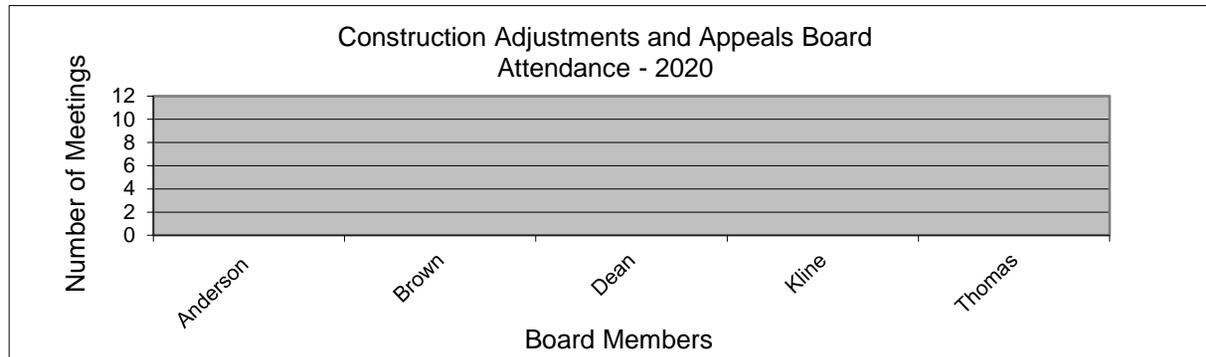


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Construction Adjustments and Appeals Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Anderson													0	0%
Brown													0	0%
Dean													0	0%
Kline													0	0%
Thomas													0	0%

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

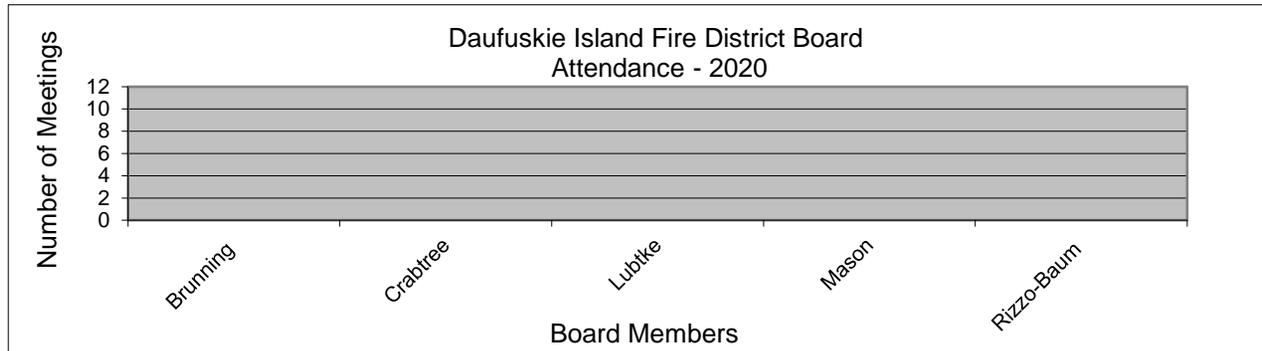


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Daufuskie Island Fire District Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Brunning														
Crabtree														
Lubtke														
Mason														
Rizzo-Baum														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

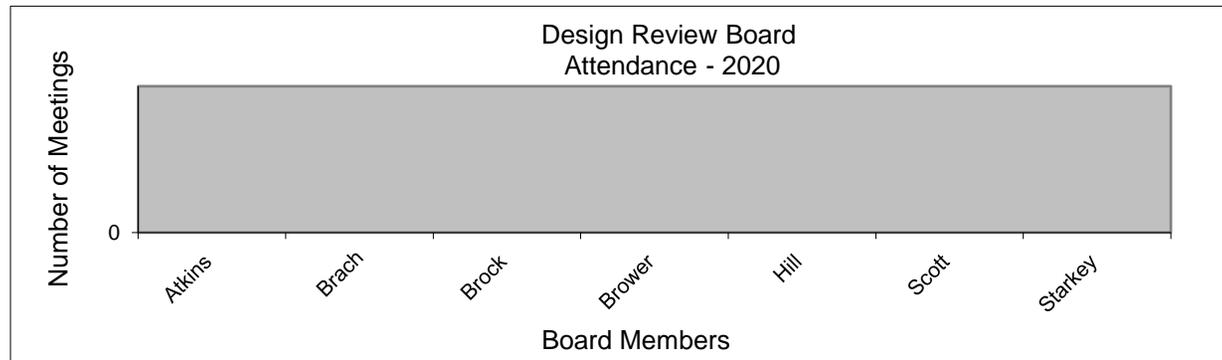


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Design Review Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	3	7	7	4	2	6								
Atkins														
Brach														
Brock														
Brower														
Hill														
Scott														
Starkey														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

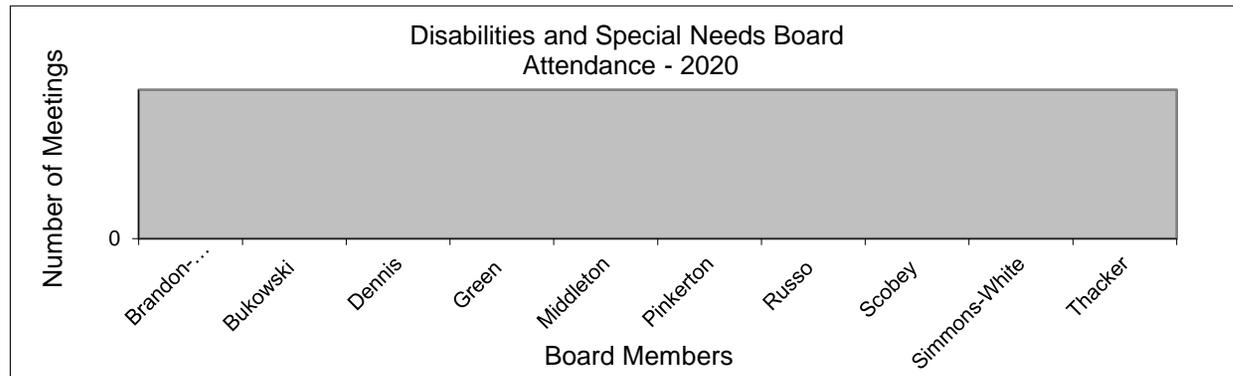


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Disabilities and Special Needs Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Brandon-Hennign														
Bukowski														
Dennis														
Green														
Middleton														
Pinkerton														
Russo														
Scobey														
Simmons-White														
Thacker														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- Backer 040819
- *** Resigned

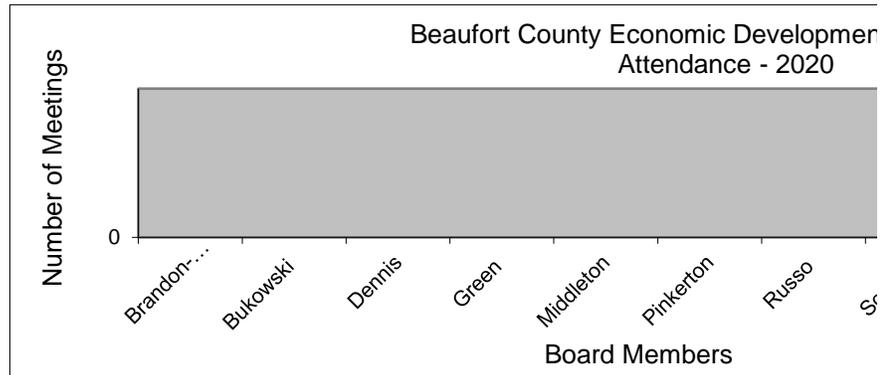


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Beaufort County Economic Development Corporation
Attendance 2020

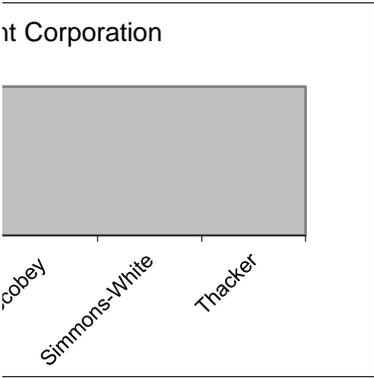
Month	January	February	March	April	May	June	July	August	September	October
Date										
Alsko										
Forbes										
Gough										
Green										
Sommerville										
Murray										
Sulka										
Willis										

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- Backer 040819
- *** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum Failure to attend any three consecutive regular meetings."

November	December	Total	Average



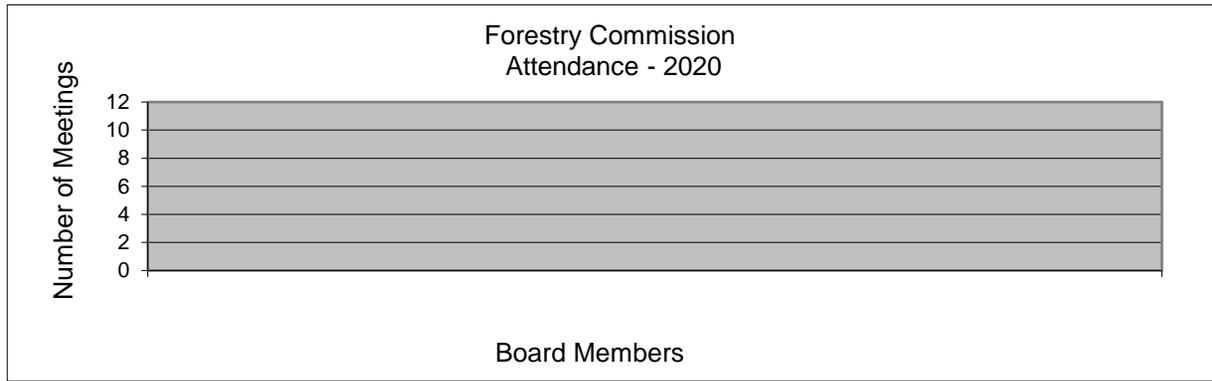
Membership states: "Members shall be
um whether excused or unexcused; (b)

Forestry Commission
Attendance 2020

Inactive Board

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	*	*	*	*	*	*	*	*	*	*	*	*		
													0	-

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

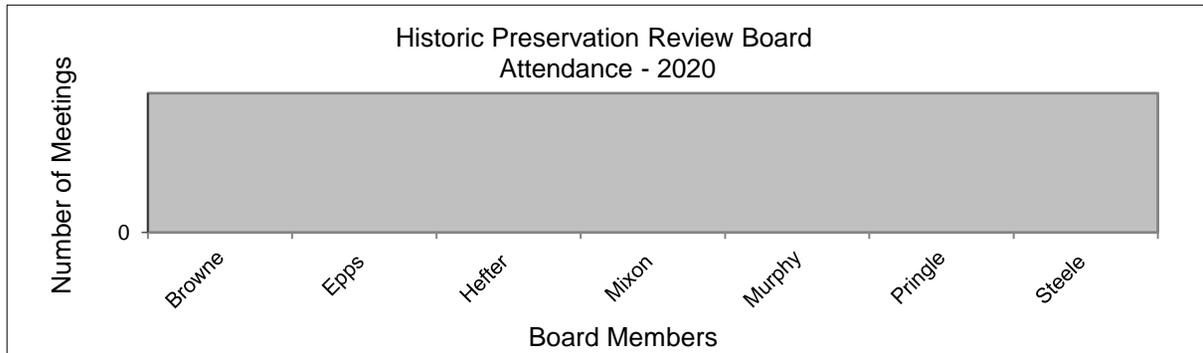


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Historic Preservation Review Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Browne														
Epps														
Hefter														
Mixon														
Murphy														
Pringle														
Steele														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned



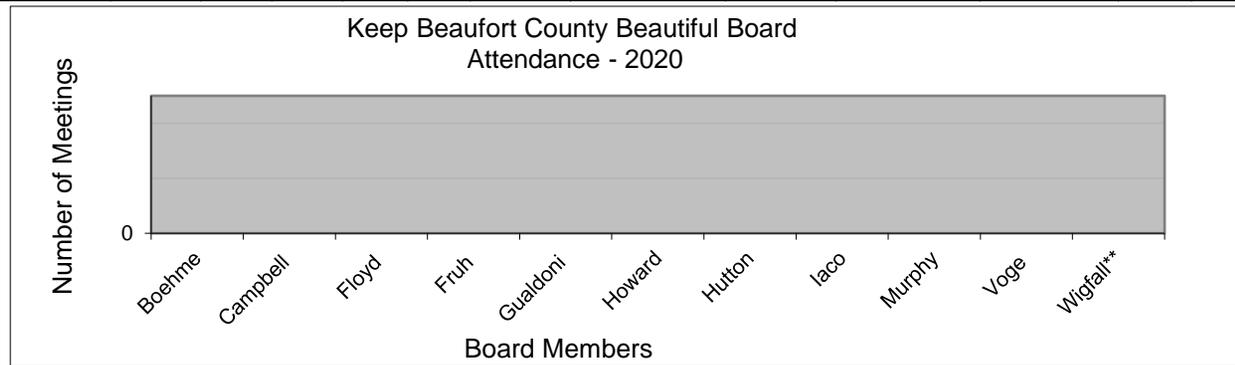
Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Keep Beaufort County Beautiful Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Boehme														
Campbell														
Floyd														
Fruh														
Gualdoni														
Howard														
Hutton														
Iaco														
Murphy														
Voge														
Wigfall**														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- Wigfall
- *** Resigned

04/27/20

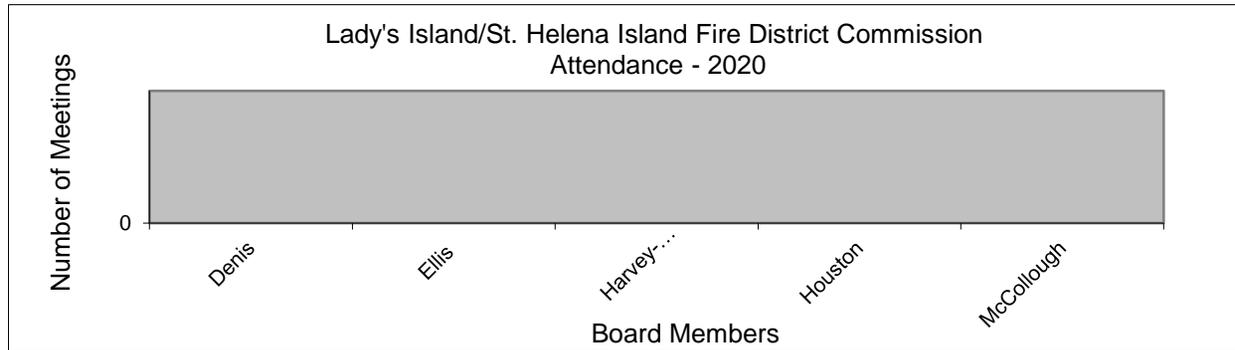


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Lady's Island/St. Helena Island Fire District Commission
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Denis														
Ellis														
Harvey-Palmer														
Houston														
McCollough														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

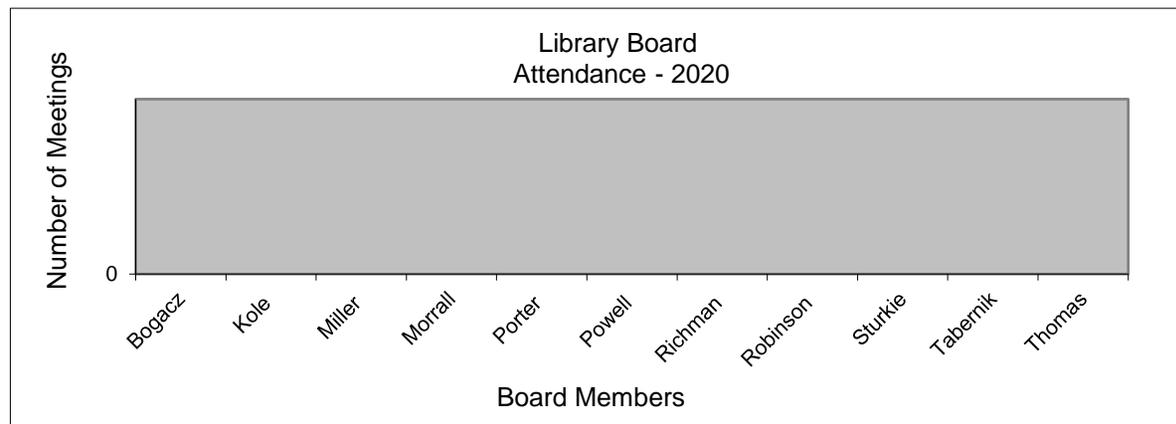


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Library Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Bogacz														
Kole														
Miller														
Morrall														
Porter														
Powell														
Richman														
Robinson														
Sturkie														
Tabernik														
Thomas														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

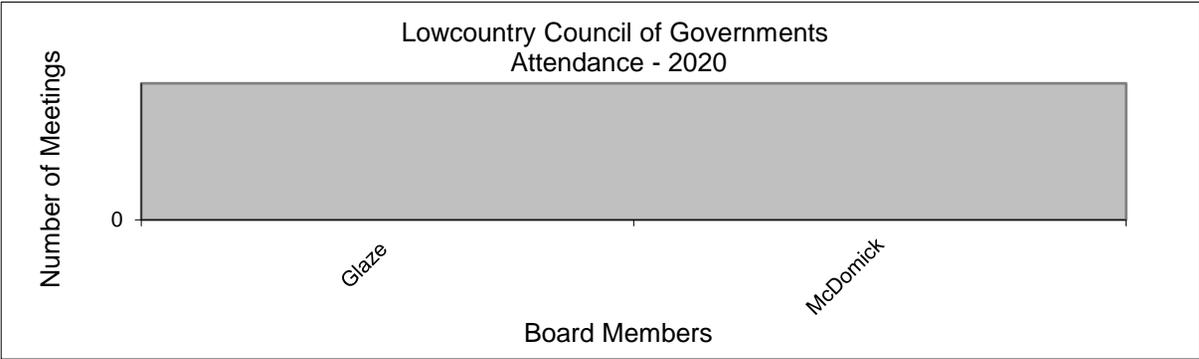


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Lowcountry Council of Governments
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Glaze														
McDomick														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

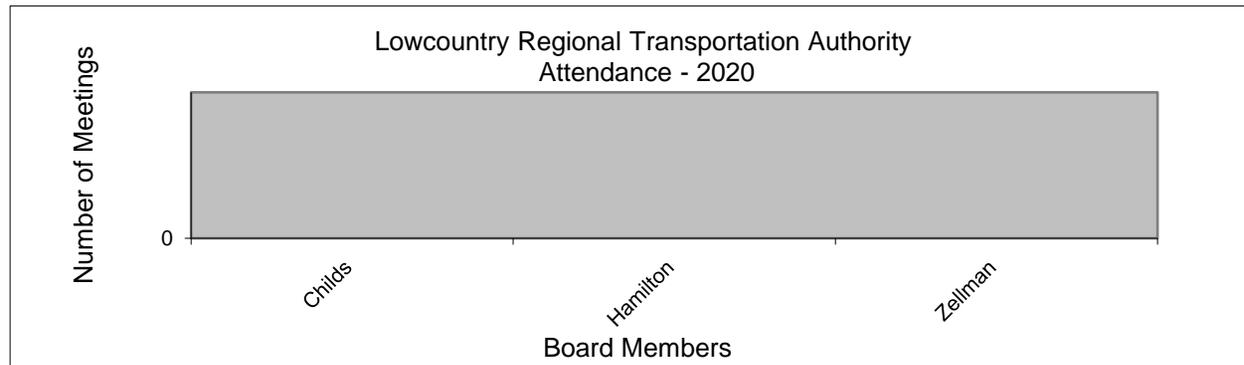


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Lowcountry Regional Transportation Authority
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Childs														
Hamilton														
Zellman														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

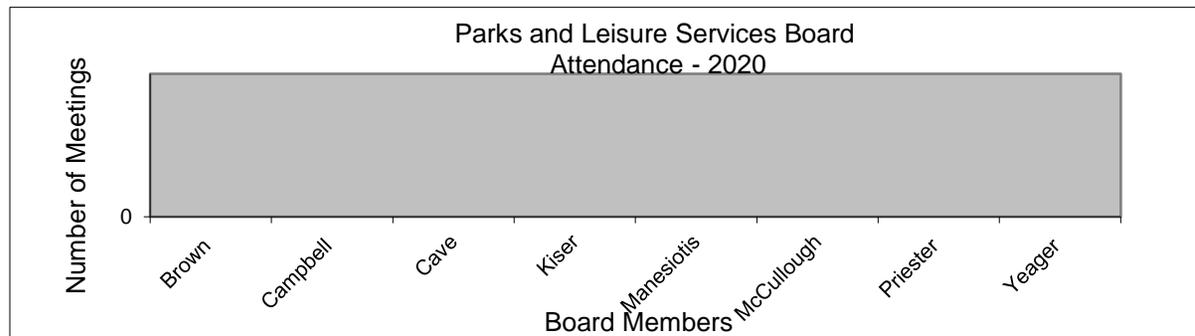


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Parks and Recreation Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Brown														
Campbell														
Cave														
Kiser														
Manesiotis														
McCullough														
Priester														
Yeager														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

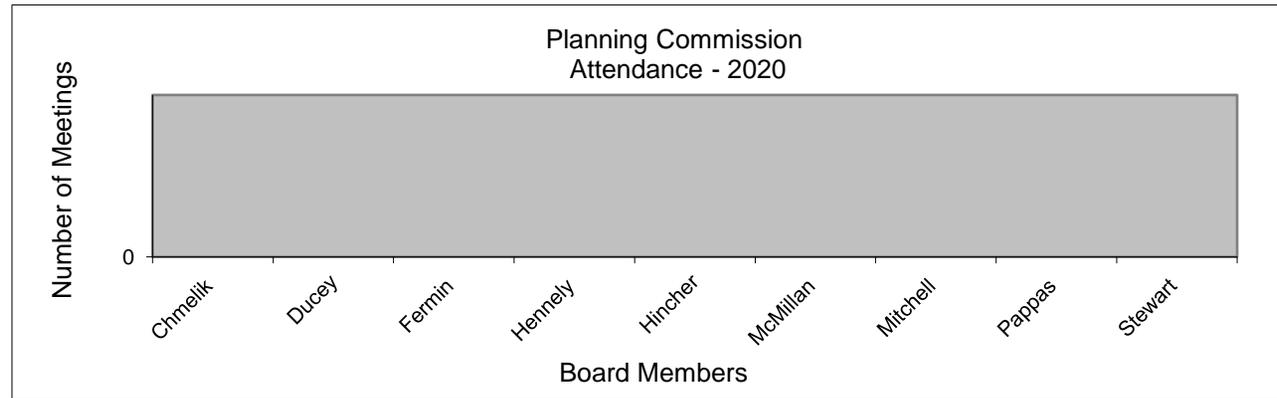


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Planning Commission
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Chmelik														
Ducey														
Fermin														
Hennely														
Hincher														
McMillan														
Mitchell														
Pappas														
Stewart														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

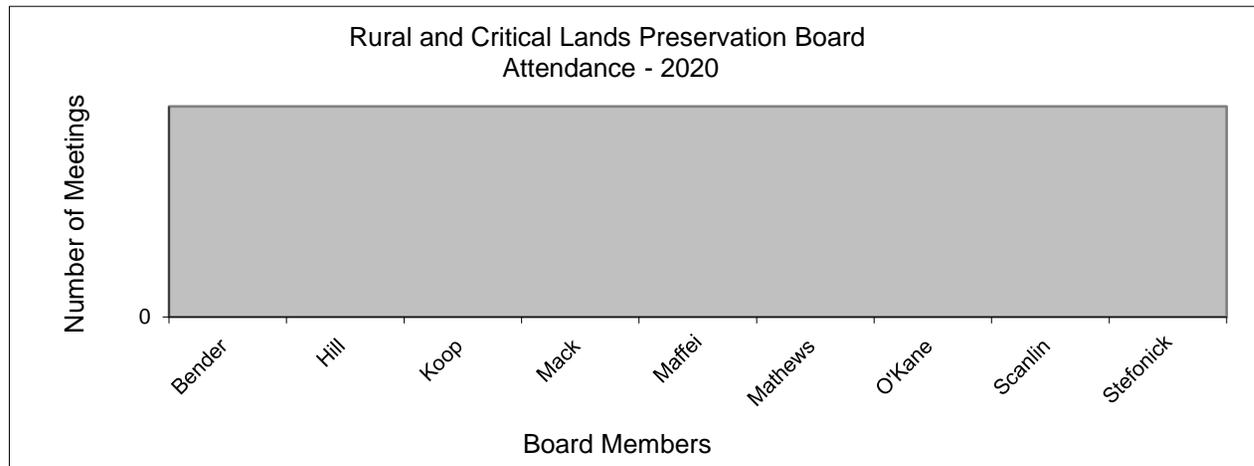


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Rural and Critical Lands Preservation Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Baer														
Bender														
Hill														
Koop														
Mack														
Maffei														
Mathews														
O'Kane														
Scanlin														
Stefonick														
Webb														

- 1 - Present
- 0 - Absent
- * No Meeting
- ** Appointed
- *** Resigned

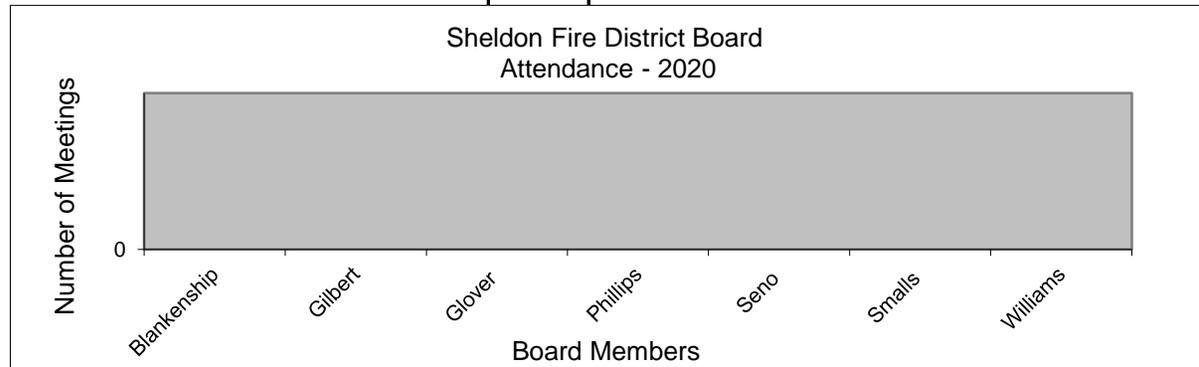


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Sheldon Fire District Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Blankenship														
Gilbert														
Glover														
Phillips														
Seno														
Smalls														
Williams														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Social Services
Attendance 2020

Inactive Board

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date	*	*	*	*	*	*	*	*	*	*	*	*		
													0	-
													0	-

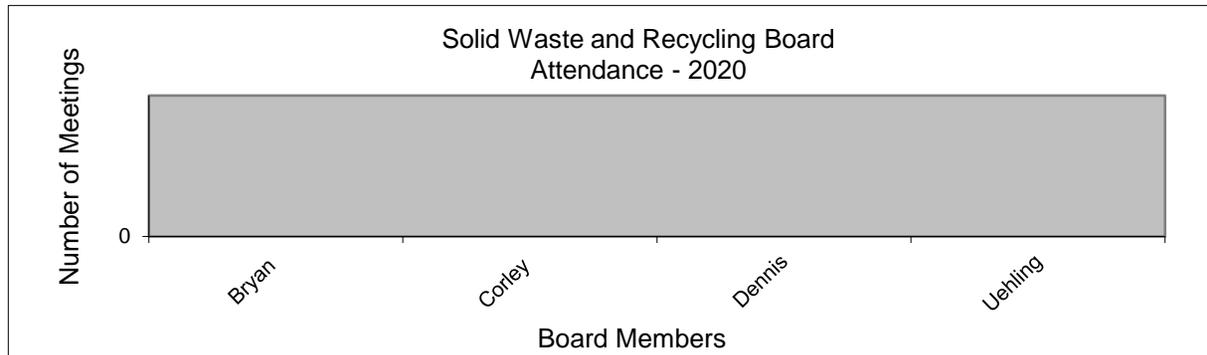
- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Solid Waste and Recycling Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Boehm														
Bryan														
Corley														
Dennis														
Uehling														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

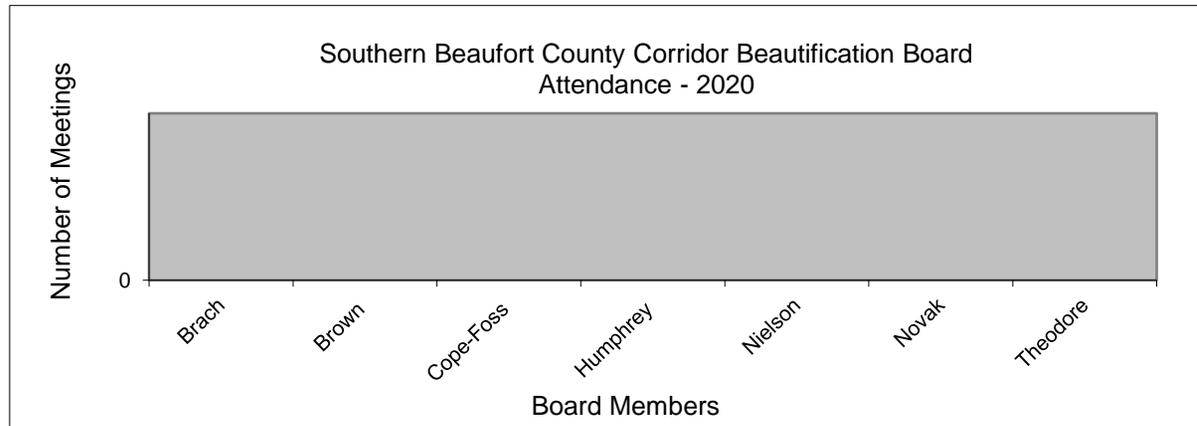


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Southern Beaufort County Corridor Beautification Board
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Brach														
Brown														
Cope-Foss														
Humphrey														
Nielson														
Novak														
Theodore														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

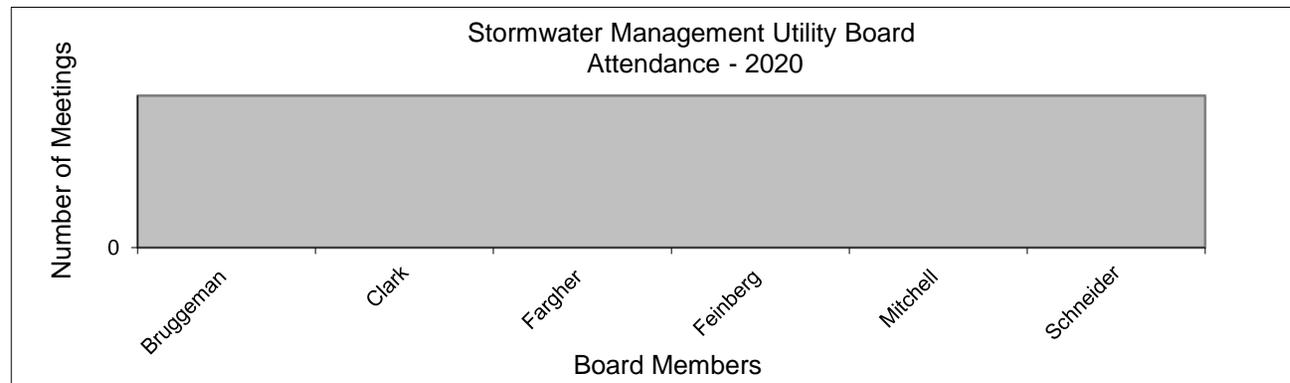


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Stormwater Management Utility Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Andrews														
Bruggeman														
Clark														
Fargher														
Feinberg														
Mitchell														
Schneider														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned

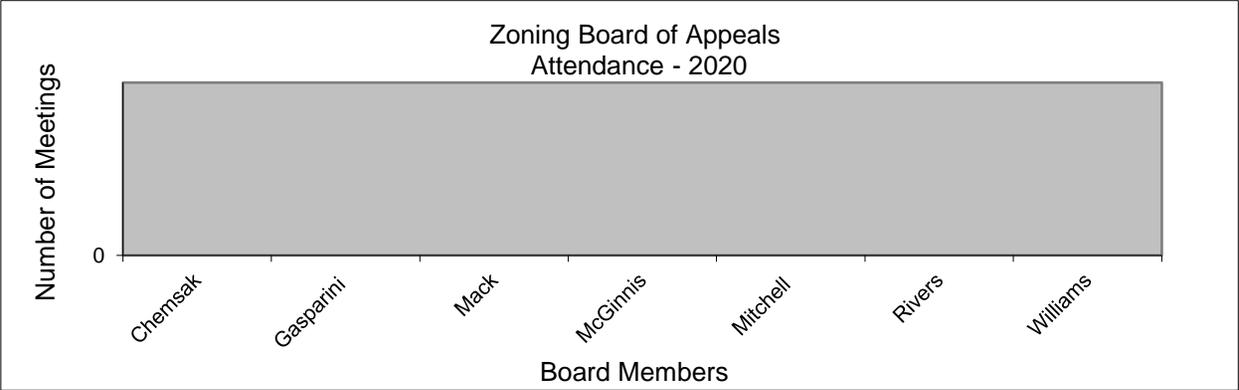


Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."

Zoning Board of Appeals
Attendance 2020

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Date														
Chemsak														
Gasparini														
Mack														
McGinnis														
Mitchell														
Rivers														
Williams														

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for IFB#120320E Bluffton Library Interior Renovation
MEETING NAME AND DATE:
County Council – January 25, 2020
PRESENTER INFORMATION:
Jared Fralix, ACA -Engineering (2 mins)
ITEM BACKGROUND:
<p>On October 28, 2020, Beaufort County Capital Projects published a solicitation for the renovation of the Bluffton Library (Interior Renovation). Six bids were received;</p> <ol style="list-style-type: none">1. Johnson-Laux Construction, LLC \$416,8532. Brunson Construction \$420,6543. Satchel Construction, LLC \$431,2854. IP Builders \$434,841.335. Paul S. Akins Inc. \$548,2056. Pioneer Construction, LLC \$584,620 <p>Johnson-Laux Construction, LLC is the lowest, most responsive bidder and is under the Architects estimate of \$550,000.</p> <p><i>Item was approved at Public Facilities Committee on January 19, 2021.</i></p>
PROJECT / ITEM NARRATIVE:
The project consists of re-arranging reading areas within the existing Library including wall modification, new finishes, and new flooring. Minor mechanical, plumbing, and electrical is involved. The area of disturbance is approximately 60% of the existing facility. Faculty will be able to remain on site.
FISCAL IMPACT:
Johnson-Laux Construction, LLC bid is a total of \$416,853.00 to complete the Bluffton Library Renovation. With a 15% contingency of \$62,528, the total cost of the project is \$479,381. The funding source for this project is Bluffton Library Impact fees with a current balance of \$3,268,503.14.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends award of IFB#120320E Bluffton Library Renovations to Johnson-Laux Construction, LLC.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of award IFB#120320E Bluffton Library Renovation to Johnson-Laux Construction, LLC.
<i>Next Step: Staff to execute contract with Johnson-Laux Construction, LLC.</i>

PRELIMINARY BID TABULATION

PURCHASING DEPARTMENT

Item 7.



Project Name:	Bluffton Library Renovations
Project Number:	IFB 120320E
Project Budget:	
Bid Opening Date:	8-Dec-20
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
Brunson Construction	X	X	X	X	X	X	\$420,654.00
Cloud Construction Inc.	X	X	X			X	No Pricing Included. See document Labeled C&E's
IP Builders Inc	X	X	X	X			\$434,841.33
Johnson-Laux Construction LLC	X	X	X	X	X	X	\$416,853.00
Kiwi Inc.							Did not bid on construction. They sent a price for blinds
Paul S. Akins Company Inc.	X	X	X	X	X	X	\$548,205.00
Pioneer Construction Inc.	X	X	X	X	X	X	\$584,620.00
Satchel Construction LLC	X	X	X	X	X	X	\$431,285.00

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Victoria Moyer

Bid Recorder

BID FORM

THIS BID SUBMITTED TO: Beaufort County Engineering Division

TITLE OF WORK: Bluffton Library Renovations

LOCATION OF WORK: 120 Palmetto Way, Bluffton, SC 29910

- 1. **BIDDER** has examined all Contract Documents including Addenda.
- 2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
- 3. Bidder having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.
- 4. Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Start and Completion of Work

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10)** calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work within 180 calendar days. (Please state the number of days it will take to complete the work.)**

Bidder acknowledges receipt of the following addenda: Addenda #1 dated November 17, 2020
 Addenda #2 dated November 23, 2020
 Addenda #3 dated December 4, 2020

- 5. In accordance with Paragraph 9.3 of the General Provisions, progress payments will be made less retainage in an amount equal to ten percent (10%). If the Contractor is **50% complete** with the project and **on schedule**, the retainage may be reduced to five percent(5%).
- 6. The Work shall be completed in accordance with the Schedule of Prices set forth by **BIDDERS** in Bid Form - Schedule of Prices which is attached hereto and made a part hereof.

7. **BIDDER** will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.

8. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) **NON-COLLUSION AFFIDAVIT**
- (b) **CONSENT OF SURETY**
- (c) **BID BOND**
- (d) **CERTIFICATION BY CONTRACTOR**

9. **BIDDER** has included with this Bid Form a Bid security in an amount and under the terms and conditions indicated in the Instructions to Bidders.

10. **BIDDER** is organized under the laws of the State of Florida as

a Corporation (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): Johnson-Laux Construction, LLC

Address: 7001 Chatham Center Drive, Suite 600, Savannah, GA 31405

Telephone: 912-480-0580 FAX: 912-480-0581

South Carolina Bidder's License No.: G115228

Licensing Authority: South Carolina Department of Labor, Licensing and Regulation

11. Communications concerning this Bid should be addressed to the attention of Johnson-Laux Construction, LLC As follows:

Name: Chris Thompson

Address: 7001 Chatham Center Drive, Suite 600, Savannah, GA 31405

Telephone: 912-480-0580 FAX: 912-480-0581

SIGNED BY:



Signature

Chris Thompson

Name Printed

Title: Georgia Operations Manager Date: 11/30/2020

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.
 (Initial)

THIS IS NOT AN ORDER

ORIGINAL

*VENDOR
 *VENDOR COPY

Dates Advertised: **October 28, 2020**

	<p>(IFB)</p>	<p>FORMAL SEALED BID (X) REQUEST FOR QUOTE () We require bids to be electronically submitted through our Vendor Registry Program. Please go to www.BeaufortCountySC.gov and sign up to submit your bid. If you do not have access to a computer, you may hand deliver your bid.</p>
<p>BIDS WILL BE RECEIVED UNTIL 3:00 P.M.</p>	<p>Bid No.</p>	
<p>LOCAL TIME ON: December 3, 2020</p>	<p>IFB #120320E</p>	
<p>BID TITLE: Bluffton Library Renovations</p>		
<p>PREBID CONFERENCE: A Pre-Bid conference will be held November 12, 2020 at 1:00 pm virtually through Webex. This is a Non-Mandatory meeting; all interested bidders are encouraged to attend. Please send your email address to David Thomas at dthomas@bcgov.net for the Webex invitation. All interested bidders must attend the meeting.</p>		
<p>David L. Thomas, CPPO Purchasing Director</p>	<p>Mailing Date</p>	<p>E-MAIL QUESTIONS TO: Dave Thomas – dthomas@bcgov.net at least calendar 10 days before bid opening.</p>
<p>VENDOR NAME Johnson-Laux Construction, LLC</p>	<p>REASON FOR NO BID</p>	
<p>VENDOR MAILING ADDRESS 7001 Chatham Center Drive, Suite 600</p>	<p>Amend Number(s) Received: 1, 2, & 3</p>	
<p>CITY-STATE-ZIP-CODE Savannah, GA 31405</p>	<p>S.C. TAX NO. N/A</p>	
<p>Telephone Number (912) 480-0580</p>	<p>FEDERAL I.D. OR SOCIAL SECURITY NO.</p>	
<p>Toll-Free Number ()</p>	<p>59-3674291</p>	
<p>Fax Number (912) 480-0581</p>	<p>AUTHORIZED SIGNATURE (MANUAL) Chris Thompson - GA Operations Manager</p>	
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</p>	<p>AUTHORIZED SIGNATURE (TYPE/TITLE)</p> 	
<p>Bid Security is attached (if required) in the amount of: 5% to the base bid 5% of Bid if over \$30,000.00.</p>		

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within ___ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within ___ days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than sixty (60) days after issue date of purchase order.

IMPORTANT

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE,
SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES.

* Bids received after the time specified for opening cannot be considered.

BID SCHEDULE

PRICES INDICATED HEREIN REFLECT STRICT COMPLIANCE WITH TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS OF THIS INVITATION FOR BID, OR WITH EXCEPTION DETAILED IN AN ENCLOSURE APPENDED HERETO.

ITEM.	U/M	COMMODITY OR SERVICES		TOTAL PRICE
1	EA	Beaufort County Library, Bluffton Renovation Lump-Sum Price: Reference Scope of Services		<u>\$ 416,853.00</u>
2	EA	Vendors must attach a schedule of values with their bid response.		
3	EA	Number of days to complete the work <u>180</u>. (From the contract award date)		

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

***Bidders must attach a Schedule of values detailing your bid pricing.**

JOHNSON LAUX CONSTRUCTION

Project: Bluffton Library Renovations

Schedule of Values

01 - General Conditions	37,059
02 - Selective Demolition	24,200
06 - Woods, Plastics, & Composites	34,897
08 - Openings	93,430
09 - Finishes	143,850
12 - Furnishings	15,818
21 - Fire Suppression	9,377
23 - HVAC	14,987
26 - Electrical	40,700
28 - Electronic Safety and Security	2,535

TOTAL

\$	416,853.00	-
----	------------	---

IFB #120320E

BID BOND

(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:
Johnson - Laux Construction, LLC _____, as Principal, and

North American Specialty Insurance Company _____
_____, as Surety, are hereby held and firmly bound unto Beaufort County,
South Carolina as County in the penal sum of _____
*** FIVE PERCENT OF AMOUNT BID ***

Dollars
(\$ 5% of Bid _____) for the payment of which, well and truly to be made, we
hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns.
Signed this 3rd day of December 2020.

The condition of the above obligation is such that whereas the Principal has submitted to Beaufort County, South Carolina a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of: IFB# 120320E, Bluffton Library Renovations

NOW, THEREFORE,

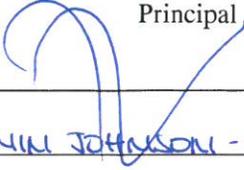
- a) If said bid shall be rejected or in the alternate.
- b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor and furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

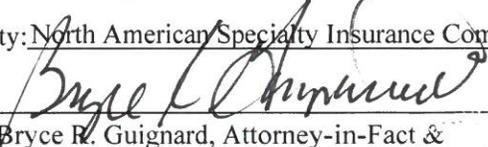
Johnson - Laux Construction, LLC (SEAL)

Principal

By:  _____

KEVIN JOHNSON - U.P. (SEAL)

Surety: North American Specialty Insurance Company

By:  _____

Bryce R. Guignard, Attorney-in-Fact &
South Carolina Non-Resident Agent

Inquiries: (407) 834-0022

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS,
DEBORAH ANN MURRAY, M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN and ALLYSON FOSS WING JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By [Signature]
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 21st day of OCTOBER, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 21st day of OCTOBER, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of December, 20 20.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

IFB #120320E

CONSENT OF SURETY

OWNER: Beaufort County, South Carolina, Beaufort County Library System

TITLE OF WORK: IFB# 120320E, Bluffton Library Renovations
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (**\$1.00**), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (**100%**) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this 3rd day of December, 2020.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

North American Specialty Insurance Company

(Surety Company)

BY: *Bryce R. Guillard*
Bryce R. Guillard
(Surety Company, Attorney-In-Fact)

Attest: *[Signature]*
Witness

Inquiries: (407) 834-0022



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN MURRAY, M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN and ALLYSON FOSS WING JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation
By [Signature] Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 21st day of OCTOBER, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 21st day of OCTOBER, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of December, 20 20.

[Signature]

IFB #120320E

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Johnson-Laux Construction, LLC
Contractor


(Signature)

Chris Thompson GA Operations Manager
Name and Title of Signer

11/30/2020
Date

IFB #120320E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia)
) ss.
County of Chatham)

Chris Thompson Being first duly sworn,
deposes and says that:

He is Georgia Operations Manager (Owner, Partner, Officer,
Representative, or Agent) of the Bidder that has submitted the attached Bid;

(1) He is fully informed respecting the preparation and contents of the attached Bid
and of all pertinent circumstances respecting such Bid;

(2) Such Bid is genuine and is not a collusive or sham Bid;

(3) Neither the said Bidder nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any way colluded,
conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to
submit a collusive or sham Bid in connection with the Contract for which the attached Bid has
been submitted to or refrain from bidding in connection with such Contract, or has in any collusion
or communication or conference with any other Bidder, firm or person to fix the price or prices in
the attached Bid or of another Bidder, or to fix any overhead, profit or cost element of the bid price
or the Bid of any other Bidder, or to secure through any collusion, conspiracy, connivance or
unlawful agreement any advantage against Beaufort County or any person interested in the
proposed Contract; and,

(4) The price or prices quoted in the attached Bid are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder
or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

Chris Thompson  Name
 Title
Georgia Operations Manager

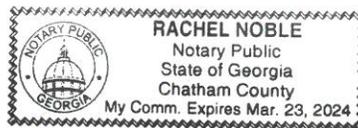
Subscribed and sworn to before me this

1st Day of December, 2020.

Rachel Noble (SEAL)

PreCon Coordinator Title

My commission expires: 03/23/2024



IFB #120320E

CONTRACTOR'S QUALIFICATION STATEMENT

CERTIFICATION: The following is a statement of fact.

	Chris Thompson - GA Operations Manager	12/03/20
Signature	Typed Name and Title	Date

A. GENERAL

- A.1 Submit to: Beaufort County Library System
- A.2 Name of Project (if applicable): [Project Title] Bluffton Library Renovations
 [Project Location] 120 Palmetto Way, Bluffton, SC 29910
- A.3 Contractor:
- A.4 Name: Johnson-Laux Construction, LLC
 Mailing Address: 7001 Chatham Center Drive, Suite 600, Savannah, GA 31405
 Street Address: Same
 Telephone Number (including area code): 912-480-0580
 Facsimile Number (including area code): 912-480-0581
 Contact Person: Chris Thompson
 Contact Person's Telephone Number: 912-508-6433
 South Carolina Contractor's License Number: G115228

B. BUSINESS ORGANIZATION

- B.1 Check type of business organization:
 Corporation Individual _____ Partnership _____
 (Name of Partners) _____
 Joint Venture _____ Other _____
- B.2 If a corporation: _____
 State of Incorporation: Florida
 If not incorporated in South Carolina, State Corporation Commission Registration
 Number: L00000010290
 Date of Incorporation: 08/18/2000
 Federal I.D. Number: 59-3674291

Name Address Phone No. Yrs. in Position

Officers:

President: Gina Johnson 650 Garden Commerce Pkwy Winter Garden, FL 34787 407-770-2180 20

Vice President(s): Kevin Johnson 650 Garden Commerce Pkwy Winter Garden, FL 34787 407-770-2180 20

Secretary:

Treasurer:

Are you a Subchapter S Corporation: Yes No x

Name Address Phone No.

Subchapter S Shareholders:

B.3 If a partnership: N/A

Date of Organization:

Type of partnership:

List of General Partners:

Name Address & Phone No.

Years as GP

B.4 If individually owned: N/A

Name, address, and phone number of sole-proprietor:

Years in business:

B.5 Have you ever operated under another name? Yes No

If yes,

All other business names and addresses of principal places of business for each business.

Number of years in business under each name:

Contractor's license number in each state in which a business was operated.

C. BONDING

C.1 Bonding Agent:

Guignard Company

Name: Margie L. Morris

Address: 1904 Boothe Circle, Longwood, FL 32750

Telephone Number (including area code): (407) 834-0022

Contact Person: Margie Morris

C.2 Bonding Company: North American Specialty Insurance Company

Name: Sean Friend

Address: 1200 Main Street, Suite 800, Kansas City, MO 64108

Telephone Number (including area code): (847) 273-1251

Contact Person: Sean Friend

Best's Key Rating of bonding company: A+, XV

C.3 Number of years this bonding company has acted as surety for you:
since 2008

C.4 Bonding Capacity: Maximum single job size: \$30,000,000
Total bonding limit: \$70,000,000

C.5 Do you intend to use any alternative form of security? No
If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security: N/A

Bank or Savings & Loan: N/A

Contact: N/A

Address & Phone No.: N/A

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?

Yes _____ No x

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

Yes _____ No x

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

Have you or any officer, partner, or owner of your organization, in any state or territory

of the United States, or with respect to any agency of the Federal government:

- a) In the last in the last five years, received any fines or citations for building code violations which were unrelated to design? Y___N_x
- b) Ever been found to be guilty of charges relating to conflicts of interest: Y___N_x
- c) Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Y___N_x
- d) In the last five years, been found guilty of any minority contracting law violations? Y___N_x
- e) In the last five years, pleaded no contest in any criminal proceeding related to contracting? Y___N_x
- f) Ever been disbarred from doing Federal, state, or local government work for any reason? Y___N_x
- g) Ever been terminated on a contract due to your default? Y___N_x
- h) In the last five years, paid liquidated damages for being late on a project? Y___N_x
- i) In the last five years, been subject to tax collection proceedings? Y___N_x
- j) In the last seven years, filed for bankruptcy? Y___N_x

If the answer to j) was yes, under what chapter of bankruptcy did you file?

_____ N/A

If you filed under Chapter 11 Reorganization, how long did you operate under this status? N/A

Are you operating under Chapter 11 status now? Y___N_x

D. SAFETY

D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health

Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body? Y ___ N x

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.

D.2 List your workman’s compensation experience modifier for the last three years.
The average experience modification rating for 2016-2020 is 0.92.

E. References

E.1 Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

Architects/Engineers:

Lott Barber 114 Barnard Street, Suite B Savannah, GA 31401	Todd Naugle, AIA, LEED AP 912-667-8007 tnaugle@lottbarber.com	Architecture 101 222 East Bay Street Savannah, GA 31401	Steven Stowers 843-790-4101 steve@a101.design
--	---	---	---

Major Subcontractors:

TLS Electrical Co., Inc. 1750 Corn Road Smyrna, GA 30080	David Benson 678-386-5087 davidbenson@tlselectric.com	PlumbPro P.O. Box 721 Pooler, GA 31322	Johnny Haines 912-231-7225 office@plumbprosavannah.com
--	---	--	--

Financial Institutions:

Valley National Bank 450 S. Orange Avenue, Suite 100 Orlando, FL 32801	Jennifer Hinkle 407-992-3740 jhinkle@valley.com	Guignard Company 1904 Boothe Circle Longwood, FL 32750	Margie Morris 407-536-4477 margie@guignardcompany.com
--	---	--	---

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

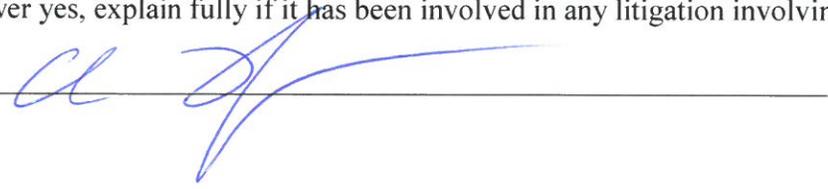
Company Name: Johnson-Laux Construction, LLC

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

Circle Yes or **(No)**.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Signature _____



McMillan Pazdan Smith Architecture
09.21.2020
ISSUE FOR BID

Bluffton Library Renovation
Bluffton , SC
MPS Project 020247.00

**SECTION 00 43 21
ALLOWANCE FORM**

PART 1 GENERAL

1.01 BID INFORMATION

- A. Bidder: Johnson-Laux Construction, LLC
- B. Project Name: Bluffton Library Renovation
- C. Project Location: 120 Palmetto Way , Bluffton , South Carolina , 29910
- D. Owner: Beaufort County Library System
- E. Architect: McMillan Pazdan Smith Architecture
- F. Architect Project Number: 020247.00

1.02 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form, found in the Invitation For Bid document by Beaufort County..
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.03 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 3rd day of December, 2020 .
- B. Submitted By: Johnson-Laux Construction, LLC (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Chris Thompson (Type or print name).
- E. Title: Georgia Operations Manager (Owner/Partner/President/Vice President).

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF DOCUMENT 004321

END OF SECTION

McMillan Pazdan Smith Architecture
09.21.2020
ISSUE FOR BID

Bluffton Library Renovation
Bluffton, SC
MPS Project 020247.00

**SECTION 00 43 22
UNIT PRICES FORM**

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Johnson-Laux Construction, LLC

1.03 TO (OWNER): **BEAUFORT COUNTY LIBRARY SYSTEM**

1.04 DATED December 03, 2020 **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

1.05 THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED, AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT DOCUMENTS.

UNIT PRICE LIST

2.01 ITEM DESCRIPTION	UNIT QUANTITY	UNIT VALUE
A. <u>Floor Prep.Slab Moisture/Humidity Mitigation - SF</u>		<u>\$4.00/SF</u>
B. _____		
C. _____		
D. _____		

END OF SECTION

LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a “local vendor” if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in the Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received, from a Beaufort County Local Vendor a vendor shall be deemed to be a “local vendor” if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, or Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines, which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the “RESIDENT VENDOR PREFERENCE, SECTION 2.537.1” are met for the purposes of bid document IFB# 120320E, dated October 28, 2020

Company Name: N/A Principal Name: N/A

Company Address: N/A

Secretary of State Designation: (Corporation, Individual, Partnership, Other) N/A

Beaufort County Business License/Classification: N/A

Tax Obligation Current: N/A

Signature of Principal/Date: N/A

Johnson-Laux Construction, LLC does not qualify as a local vendor. We are located in Chatham County, GA.

Good Faith Efforts Checklist

This form and supporting documents are due with the bid package, if not self-performing 100% of the work.

- Include copies of the written notice to SMBs notifying them of bid opportunities. Notices only need to be sent to those subcontractors and suppliers offering the services which the bidder intends to subcontract and purchase. Notices can be e-mailed or faxed. If emailed, the notice may be sent to all applicable subcontractors with one email. If faxed, include a copy of the fax transmittal confirmation slip. The notice should contain the following:
 - Bidder’s name and contact information
 - Project name and number
 - Scope of work/bid packages available for subcontracting
 - Information on availability of plans and specifications
 - Bidder’s insurance, bonding, and financial requirements

- Include Exhibits 1, 2 and 3, with all requested supporting documentation, where applicable. These exhibits are available on the Beaufort County website (www.beaufortcountysc.gov) under the Purchasing Department page.

The undersigned acknowledges making a good faith effort to comply with the above areas checked.

Johnson-Laux Construction, LLC
Name of Company

Chris Thompson
Owner or Authorized Representative Name


Signature

Georgia Operations Manager
Title

December 03, 2020
Date

Rachel Noble

From: Rachel Noble
Sent: Monday, November 9, 2020 1:33 PM
To: info@bcbcc.org
Subject: SMB Firms

Good Afternoon,

The company I work for is looking to reach out to some Small or Minority Businesses. I was told I could reach out to the Beaufort County Black Chamber of Commerce and you may be able to provide me with a list of possible subcontractors.

We will be bidding the Bluffton County Library Interior Renovations Projects.

Thank you for any help!

Rachel Noble
PreCon Coordinator

JOHNSON LAUX
CONSTRUCTION

7001 Chatham Center Drive, Suite 600
Savannah, GA 31405

p 912.480.0580 ext. 3009

rnoble@johnson-laux.com

www.johnson-laux.com

Connect with us!



Rachel Noble

From: Rachel Noble
Sent: Monday, November 9, 2020 1:34 PM
To: 'hello@beaufortchamber.org'
Subject: SMB Firms in Beaufort County and Surrounding Areas

Good Afternoon,

The company I work for is looking to reach out to some Small or Minority Businesses. I was told I could reach out to the Beaufort Regional Chamber of Commerce and you may be able to provide me with a list of possible subcontractors.

We will be bidding the Bluffton County Library Interior Renovations Projects.

Thank you for any help!

Rachel Noble
PreCon Coordinator

JOHNSON LAUX
CONSTRUCTION

7001 Chatham Center Drive, Suite 600

Savannah, GA 31405

p 912.480.0580 ext. 3009

rnoble@johnson-laux.com

www.johnson-laux.com

Connect with us!



Rachel Noble

From: Rachel Noble
Sent: Monday, November 9, 2020 1:36 PM
To: 'info@hiltonheadisland.org'
Subject: SMB Subcontractors

Good Afternoon,

The company I work for is looking to reach out to some Small or Minority Businesses. I was told I could reach out to the Hilton Head Island-Bluffton Chamber of Commerce and you may be able to provide me with a list of possible subcontractors.

We will be bidding the Bluffton County Library Interior Renovations Projects.

Thank you for any help!

Rachel Noble
PreCon Coordinator

JOHNSON LAUX
CONSTRUCTION

7001 Chatham Center Drive, Suite 600
Savannah, GA 31405
p 912.480.0580 ext. 3009
rnoble@johnson-laux.com
www.johnson-laux.com

Connect with us!



Rachel Noble

From: Rachel Noble
Sent: Monday, November 9, 2020 1:35 PM
To: 'info@blufftonchamberofcommerce.org'
Subject: SMB Firms in Beaufort and Surrounding Areas

Good Afternoon,

The company I work for is looking to reach out to some Small or Minority Businesses. I was told I could reach out to the Greater Bluffton Chamber of Commerce and you may be able to provide me with a list of possible subcontractors.

We will be bidding the Bluffton County Library Interior Renovations Projects.

Thank you for any help!

Rachel Noble
PreCon Coordinator

JOHNSON LAUX
CONSTRUCTION

7001 Chatham Center Drive, Suite 600

Savannah, GA 31405

p 912.480.0580 ext. 3009

rnoble@johnson-laux.com

www.johnson-laux.com

Connect with us!



Rachel Noble

From: Rachel Noble
Sent: Tuesday, November 10, 2020 2:13 PM
To: structure1@yahoo.com
Cc: 'Bill McDonald (bill@johnson-laux.com)'; 'Matt Turner (matt@johnson-laux.com)'
Subject: ITB: Bluffton Library Renovations

Good Afternoon,

I am reaching out to invite you to bid on the Bluffton Library Renovation project.

Here is a quick, brief description:

Beaufort County is preparing to renovate the interior of the existing Bluffton Library. The work includes but is not limited to; Interior demolition, new stud walls and drywall partitions, painting, flooring, casework, doors & frames, electrical, mechanical, & fire sprinkler modifications.

If you are interested, you can view the documents at the below link. Bids will be due December 2 at 2PM. Let me know if you have any interest in the project, and don't hesitate to reach out if you have any questions.

https://johnsonlaux-my.sharepoint.com/:f/g/person/rnoble_johnson-laux_com/EisRcYKJURNAv7qJWHYxRy8BTYSBZZrwqk1fGOZrKI7HzA?e=QpnOvl

Thanks,

Rachel Noble
PreCon Coordinator

JOHNSON LAUX
CONSTRUCTION

7001 Chatham Center Drive, Suite 600
Savannah, GA 31405
p 912.480.0580 ext. 3009
rnoble@johnson-laux.com

www.johnson-laux.com

Connect with us!



Rachel Noble

From: Microsoft Outlook
To: omarsfloor@aol.com
Sent: Tuesday, November 10, 2020 2:14 PM
Subject: Undeliverable: ITB: Bluffton Library Renovations



Your message to omarsfloor@aol.com couldn't be delivered.

When Office 365 tried to send your message, the receiving email server outside Office 365 reported an error.



How to Fix It

Check the "Reported Error" from the "Error Details" section shown below for more information about the problem. The error might tell you what went wrong and how to fix it. For example, if the error states that the message was blocked due to a potential virus or because the message was too large, try sending the message again without attachments.

If you're not able to fix the problem, it's likely that only the recipient's email admin can fix it. Contact the recipient by some other means (by phone, for example) and ask them to tell their email admin about the problem. Give them the "Reported Error" from the "Error Details" section below.

Was this helpful? [Send feedback to Microsoft.](#)

More Info for Email Admins

Status code: 550 5.0.350

The error reported by the receiving server wasn't specific enough to determine the exact

Rachel Noble

From: Rachel Noble
Sent: Tuesday, November 10, 2020 2:14 PM
To: omarsfloor@aol.com
Cc: 'Bill McDonald (bill@johnson-laux.com)'; 'Matt Turner (matt@johnson-laux.com)'
Subject: ITB: Bluffton Library Renovations

Good Afternoon,

I am reaching out to invite you to bid on the Bluffton Library Renovation project.

Here is a quick, brief description:

Beaufort County is preparing to renovate the interior of the existing Bluffton Library. The work includes but is not limited to; Interior demolition, new stud walls and drywall partitions, painting, flooring, casework, doors & frames, electrical, mechanical, & fire sprinkler modifications.

If you are interested, you can view the documents at the below link. Bids will be due December 2 at 2PM. Let me know if you have any interest in the project, and don't hesitate to reach out if you have any questions.

https://johnsonlaux-my.sharepoint.com/:f/g/person/rnoble_johnson-laux_com/EisRcYKJURNAv7qJWHYxRy8BTYSBZZrwqk1fGOZrKI7HzA?e=QpnOvl

Thanks,

Rachel Noble
PreCon Coordinator

JOHNSON  **LAUX**
CONSTRUCTION

7001 Chatham Center Drive, Suite 600
Savannah, GA 31405
p 912.480.0580 ext. 3009
rnoble@johnson-laux.com

www.johnson-laux.com

Connect with us!



Rachel Noble

From: Microsoft Outlook
To: urgents@comcast.com
Sent: Tuesday, November 10, 2020 2:14 PM
Subject: Undeliverable: ITB: Bluffton Library Renovations



Your message to urgents@comcast.com couldn't be delivered.

urgents wasn't found at **comcast.com**.

rnoble	Office 365	urgents
Action Required		Recipient
Unknown To address		

How to Fix It

The address may be misspelled or may not exist. Try one or more of the following:

- Send the message again following these steps: In Outlook, open this non-delivery report (NDR) and choose **Send Again** from the Report ribbon. In Outlook on the web, select this NDR, then select the link "**To send this message again, click here.**" Then delete and retype the entire recipient address. If prompted with an Auto-Complete List suggestion don't select it. After typing the complete address, click **Send**.
- Contact the recipient (by phone, for example) to check that the address exists and is correct.
- The recipient may have set up email forwarding to an incorrect address. Ask them to check that any forwarding they've set up is working correctly.
- Clear the recipient Auto-Complete List in Outlook or Outlook on the web by following the steps in this article: [Fix email delivery issues for error code 5.1.1 in Office 365](#), and then send the message again. Retype the entire recipient address before selecting **Send**.

If the problem continues, forward this message to your email admin. If you're an email admin, refer to the **More Info for Email Admins** section below.

Rachel Noble

From: Rachel Noble
Sent: Tuesday, November 10, 2020 2:14 PM
To: urgents@comcast.com
Cc: 'Bill McDonald (bill@johnson-laux.com)'; 'Matt Turner (matt@johnson-laux.com)'
Subject: ITB: Bluffton Library Renovations

Good Afternoon,

I am reaching out to invite you to bid on the Bluffton Library Renovation project.

Here is a quick, brief description:

Beaufort County is preparing to renovate the interior of the existing Bluffton Library. The work includes but is not limited to; Interior demolition, new stud walls and drywall partitions, painting, flooring, casework, doors & frames, electrical, mechanical, & fire sprinkler modifications.

If you are interested, you can view the documents at the below link. Bids will be due December 2 at 2PM. Let me know if you have any interest in the project, and don't hesitate to reach out if you have any questions.

https://johnsonlaux-my.sharepoint.com/:f/g/person/rnoble_johnson-laux_com/EisRcYKJURNAv7qJWHYxRy8BTYSBZZrwqk1fGOZrKI7HzA?e=QpnOvl

Thanks,

Rachel Noble
PreCon Coordinator

JOHNSON LAUX
CONSTRUCTION

7001 Chatham Center Drive, Suite 600
Savannah, GA 31405
p 912.480.0580 ext. 3009
rnoble@johnson-laux.com

www.johnson-laux.com

Connect with us!



Rachel Noble

From: Accounting User <Accounting@kpmflooring.com>
Sent: Tuesday, November 10, 2020 2:21 PM
To: Rachel Noble
Subject: Automatic reply: Bluffton Library Renovations

The KPM accounting department is closed until 8/20/20. thank you

Rachel Noble

From: Rachel Noble
Sent: Tuesday, November 10, 2020 2:21 PM
To: accounting@KPMFlooring.com
Cc: 'Bill McDonald (bill@johnson-laux.com)'; 'Matt Turner (matt@johnson-laux.com)'
Subject: ITB: Bluffton Library Renovations

Good Afternoon,

I am reaching out to invite you to bid on the Bluffton Library Renovation project.

Here is a quick, brief description:

Beaufort County is preparing to renovate the interior of the existing Bluffton Library. The work includes but is not limited to; Interior demolition, new stud walls and drywall partitions, painting, flooring, casework, doors & frames, electrical, mechanical, & fire sprinkler modifications.

If you are interested, you can view the documents at the below link. Bids will be due December 2 at 2PM. Let me know if you have any interest in the project, and don't hesitate to reach out if you have any questions.

https://johnsonlaux-my.sharepoint.com/:f/g/personal/rnoble_johnson-laux_com/EisRcYKJURNAv7qJWHYxRy8BTYSBZZrwqk1fGOZrKI7HzA?e=QpnOvl

Thanks,

Rachel Noble
PreCon Coordinator

JOHNSON  **LAUX**
CONSTRUCTION

7001 Chatham Center Drive, Suite 600
Savannah, GA 31405
p 912.480.0580 ext. 3009
rnoble@johnson-laux.com

www.johnson-laux.com

Connect with us!



Rachel Noble

From: Rachel Noble
Sent: Tuesday, November 10, 2020 2:29 PM
To: Office@lucasdesignsinc.com
Cc: 'Bill McDonald (bill@johnson-laux.com)'; 'Matt Turner (matt@johnson-laux.com)'
Subject: ITB: Bluffton Library Renovations

Good Afternoon,

I am reaching out to invite you to bid on the Bluffton Library Renovation project.

Here is a quick, brief description:

Beaufort County is preparing to renovate the interior of the existing Bluffton Library. The work includes but is not limited to; Interior demolition, new stud walls and drywall partitions, painting, flooring, casework, doors & frames, electrical, mechanical, & fire sprinkler modifications.

If you are interested, you can view the documents at the below link. Bids will be due December 2 at 2PM. Let me know if you have any interest in the project, and don't hesitate to reach out if you have any questions.

https://johnsonlaux-my.sharepoint.com/:f/g/person/rnoble_johnson-laux_com/EisRcYKJURNAv7qJWHYxRy8BTYSBZZrwqk1fGOZrKI7HzA?e=QpnOvl

Thanks,

Rachel Noble
PreCon Coordinator

JOHNSON  **LAUX**
CONSTRUCTION

7001 Chatham Center Drive, Suite 600
Savannah, GA 31405
p 912.480.0580 ext. 3009
rnoble@johnson-laux.com

www.johnson-laux.com

Connect with us!



**EXHIBIT 2
Outreach Documentation Log**

Bidder Name: Johnson-Laux Construction, LLC
Bid No.: IFB #120320E
Bid Date: 12/3/2020
Project Name: Bluffton Library Renovations

LIST INFORMATION FOR THE SMBs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION IN THE REFERENCED PROJECT:

Name of SMB	Source, e.g. OSMBA or SCDOT, if applicable	City	State	Trade/Commodity	Email/Fax Sent e.g. Email	Response, e.g. No Response, Will Quote, Will Not Quote	Result, e.g. Accepted, Not Included
Structure of Home Remodeling	SCDOT	Summerville	SC	236118, 236220	Email	Email returned.	
Omar's Floor Covering	SCDOT	Ridgeville	SC	238330, 238340, 238310, 238220	Email	Email returned.	
Old Saint Construction Group	SCDOT	Charleston	SC	238320	Email	No response	
KPM, LLC dba KPM Flooring	OSMBA	Hilton Head	SC	238330	Email	No Response	
Lucas Designs		Beaufort	SC	238330	Email	Responded. Will Quote	Price was higher than other painters

The undersigned confirms contacting the above listed SMBs regarding subcontracting and/or purchase opportunities for the referenced contract.

Representative Name: Rachel Noble **Title:** PreCon Coordinator
Signature: Rachel Noble **Date:** 12/1/2020



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of Award for RFQ#092320TE US 21 Corridor Design and Engineering Services
MEETING NAME AND DATE:
County Council – January 25, 2021
PRESENTER INFORMATION:
Jared Fralix, ACA - Engineering (5 mins)
ITEM BACKGROUND:
In November 2018, the citizens of Beaufort County voted for the implementation of a one-cent transportation sales tax program. One of the 3 major projects includes US 21 Corridor Improvements consists of nine projects to improve congestion, reduce delays, improve safety and enhance bicycle and pedestrian accommodations. <i>Item was approved at Public Facilities Committee on January 19, 2021.</i>
PROJECT / ITEM NARRATIVE:
On August 25, 2020, Beaufort County published a solicitation for design and engineering services for the Lady’s Island Access Roads. Seven (7) firms submitted their qualifications for consideration and after evaluations from our evaluation team of Jared Fralix, Beaufort County Assistant County Administrator, Mike Meetze, J.Bragg Consulting Project Manager, Matt St. Clair, City of Beaufort Director of Public Works, and Jennifer Necker, SCDOT Lowcountry RPG Engineer, it was determined that Stantec is most qualified firm for this project. The projects included in this recommendation of award are US 21 Corridor; SC 802 Corridor; Beaufort high school Realignment.
FISCAL IMPACT:
The engineered cost estimate for this project as prepared by J. Bragg Consulting is \$2,692,796.86. Stantec provided a fee of \$2,373,791.71 which is 11.8% lower than the engineered estimate. With a 10% contingency of \$237,379.17, the total project cost is \$2,611,170.88. The funding for the project is paid through the 2018 One Cent Sales Tax – US 21 Corridor account with an available balance of \$29,192,476.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends awarding RFQ#092320TE US 21 Corridor Design and Engineering Services to Stantec.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the recommendation of award for RFQ#092320TE US 21 Corridor Design and Engineering Services to Stantec. Motion to deny the recommendation of award for RFQ#092320TE US 21 Corridor Design and Engineering Services to Stantec. <i>(Next step - Upon approval, staff will execute the contract between Beaufort County and Stantec)</i>

PROJECT FEE SUMMARY

TASK					Project Organization & Management	Surveys	Alternative Analysis	Environmental Documentation and Permitting	Preliminary Design & Plans	Hydrology and Hydraulic Design	Subsurface Utility Engineering	Utility Coordination	Underground Utility Conversion	Right of Way Plans	Right of Way Coordination and Acquisition	Geotechnical Engineering	Hazardous Materials	Final Construction Plans	Maintenance of Traffic	Pavement Marking and Signing	Traffic Signal Plans	Landscape Architecture	Lighting Design	Construction Phase Services	
FIRM	OH Rate	Net Fee	FCCM	Mult.	Task 01	Task 02	Task 03	Task 04	Task 05	Task 06	Task 07	Task 08	Task 09	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	Task 19	Task 20	
Stantec	158.57%	10.00%	0.661%	2.85084																					
Ward Edwards Engineering				1.00000																					
Atlas Surveying				1.00000																					
Brockington and Associates	163.00%	10.00%	0.000%	2.89300																					
Terracon	184.95%	10.00%	1.070%	3.1452																					
Property Acquisitions and Negotiations (PAN)				1.00000																					
LABOR					Task 01	Task 02	Task 03	Task 04	Task 05	Task 06	Task 07	Task 08	Task 09	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	Task 19	Task 20	FIRM TOTALS
Stantec					\$ 67,629.13		\$ 70,403.68	\$ 131,680.03	\$ 106,178.76			\$ 81,810.55	\$ 96,677.09	\$ 68,169.19				\$ 38,668.34	\$ 90,606.07	\$ 29,313.44	\$ 78,572.69	\$ 31,984.95	\$ 59,770.63	\$ 77,543.86	\$ 1,029,008.41
Ward Edwards Engineering										\$ 96,690.00		\$ 33,980.00													\$ 15,740.00
Atlas Surveying						\$ 249,650.00					\$ 61,930.00														\$ 311,580.00
Brockington and Associates							\$ 22,796.84																		\$ 22,796.84
Terracon														\$ 49,374.33	\$ 19,061.87										\$ 78,669.01
Property Acquisitions and Negotiations (PAN)														\$ 1,043,520.00											\$ 1,043,520.00
TASK TOTALS					\$ 67,629.13	\$ 249,650.00	\$ 70,403.68	\$ 154,476.87	\$ 106,178.76	\$ 96,690.00	\$ 61,930.00		\$ 96,677.09	\$ 68,169.19	\$ 1,043,520.00	\$ 49,374.33	\$ 19,061.87	\$ 38,668.34	\$ 90,606.07	\$ 29,313.44	\$ 78,572.69	\$ 31,984.95	\$ 59,770.63	\$ 77,543.86	\$ 2,631,984.26
DIRECTS					Task 01	Task 02	Task 03	Task 04	Task 05	Task 06	Task 07	Task 08	Task 09	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	Task 19	Task 20	FIRM TOTALS
Stantec					\$ -		\$ 280.50	\$ 5,879.00	\$ 778.35			\$ 345.00	\$ 1,952.50	\$ 2,363.00				\$ 1,422.50	\$ 797.50	\$ 242.50	\$ 3,462.50	\$ 790.00	\$ 625.00	\$ 1,725.00	\$ 20,663.35
Ward Edwards Engineering										\$ 300.00		\$ -													\$ 461.00
Atlas Surveying						\$ 2,875.00					\$ 2,105.00														\$ 4,980.00
Brockington and Associates							\$ 402.00																		\$ 402.00
Terracon															\$ 33,961.25	\$ -									\$ 34,306.25
Property Acquisitions and Negotiations (PAN)															\$ -										\$ -
TASK TOTALS					\$ -	\$ 2,875.00	\$ 280.50	\$ 6,281.00	\$ 778.35	\$ 300.00	\$ 2,105.00		\$ 1,952.50	\$ 2,363.00	\$ -	\$ 33,961.25	\$ -	\$ 1,422.50	\$ 797.50	\$ 242.50	\$ 3,462.50	\$ 790.00	\$ 625.00	\$ 1,725.00	\$ 60,812.60
TOTAL LABOR + DIRECTS					Task 01	Task 02	Task 03	Task 04	Task 05	Task 06	Task 07	Task 08	Task 09	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	Task 19	Task 20	FIRM TOTALS
Stantec					\$ 67,629.13	\$ -	\$ 70,684.18	\$ 137,559.03	\$ 106,957.11	\$ -	\$ -	\$ 82,155.55	\$ 98,629.59	\$ 70,532.19	\$ -	\$ -	\$ -	\$ 40,090.84	\$ 91,403.57	\$ 29,555.94	\$ 82,035.19	\$ 32,774.95	\$ 60,395.63	\$ 79,268.86	\$ 1,049,671.76
Ward Edwards Engineering					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,990.00	\$ -	\$ 33,980.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,901.00
Atlas Surveying					\$ -	\$ 252,525.00	\$ -	\$ -	\$ -	\$ -	\$ 64,035.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 316,560.00
Brockington and Associates					\$ -	\$ -	\$ -	\$ 23,198.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,198.84
Terracon					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,335.58	\$ 19,061.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,975.26
Property Acquisitions and Negotiations (PAN)					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,043,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,043,520.00
TASK TOTALS					\$ 67,629.13	\$ 252,525.00	\$ 70,684.18	\$ 160,757.87	\$ 106,957.11	\$ 96,990.00	\$ 64,035.00	\$ 116,135.55	\$ 98,629.59	\$ 70,532.19	\$ 1,043,520.00	\$ 83,335.58	\$ 19,061.87	\$ 40,090.84	\$ 91,403.57	\$ 29,555.94	\$ 82,035.19	\$ 32,774.95	\$ 60,395.63	\$ 105,747.67	\$ 2,692,796.86

TOTAL FEE ESTIMATE

PROJECT FEE SUMMARY

TASK					Project Organization & Management	Surveys	Alternative Analysis	Environmental Documentation and Permitting	Preliminary Design & Plans	Hydrology and Hydraulic Design	Subsurface Utility Engineering	Utility Coordination	Underground Utility Conversion	Right of Way Plans	Right of Way Coordination and Acquisition	Geotechnical Engineering	Hazardous Materials	Final Construction Plans	Maintenance of Traffic	Pavement Marking and Signing	Traffic Signal Plans	Landscape Architecture	Lighting Design	Construction Phase Services		
FIRM	OH Rate	Net Fee	FCCM	Mult.	Task 01	Task 02	Task 03	Task 04	Task 05	Task 06	Task 07	Task 08	Task 09	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	Task 19	Task 20		
Stantec	158.57%	10.00%	0.661%	2.85084																						
Ward Edwards Engineering				1.00000																						
Atlas Surveying				1.00000																						
Brockington and Associates	163.00%	10.00%	0.000%	2.89300																						
Terracon	184.95%	10.00%	1.070%	3.1452																						
Property Acquisitions and Negotiations (PAN)				1.00000																						
LABOR					Task 01	Task 02	Task 03	Task 04	Task 05	Task 06	Task 07	Task 08	Task 09	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	Task 19	Task 20	FIRM TOTALS	
Stantec					\$ 58,619.35		\$ 34,562.34	\$ 225,067.49	\$ 157,673.47			\$ 55,781.51	\$ 60,461.21	\$ 27,156.84				\$ 103,440.93	\$ 62,330.45	\$ 13,454.81	\$ 80,162.20	\$ 12,024.83	\$ 33,081.93	\$ 58,222.85	\$ 982,040.19	
Ward Edwards Engineering									\$ 157,450.00			\$ 4,460.00													\$ 172,230.00	
Atlas Surveying						\$ 86,200.00					\$ 29,980.00														\$ 116,180.00	
Brockington and Associates																									\$ -	
Terracon															\$ 18,137.86	\$ 43,236.69									\$ 7,987.05	
Property Acquisitions and Negotiations (PAN)															\$ -										\$ -	
TASK TOTALS					\$ 58,619.35	\$ 86,200.00	\$ 34,562.34	\$ 225,067.49	\$ 157,673.47	\$ 157,450.00	\$ 29,980.00		\$ 60,461.21	\$ 27,156.84	\$ -	\$ 18,137.86	\$ 43,236.69	\$ 103,440.93	\$ 62,330.45	\$ 13,454.81	\$ 80,162.20	\$ 12,024.83	\$ 33,081.93	\$ 76,529.90	\$ 1,339,811.79	
DIRECTS					Task 01	Task 02	Task 03	Task 04	Task 05	Task 06	Task 07	Task 08	Task 09	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	Task 19	Task 20	FIRM TOTALS	
Stantec					\$ 483.00		\$ -	\$ 4,776.00	\$ 1,456.50			\$ 161.00	\$ 606.00	\$ 486.00				\$ 566.50	\$ 388.80	\$ -	\$ 3,122.00	\$ 644.00	\$ 287.75	\$ 483.00	\$ 13,460.55	
Ward Edwards Engineering									\$ 600.00			\$ -													\$ 628.75	
Atlas Surveying						\$ -					\$ 22,400.00														\$ 22,400.00	
Brockington and Associates																									\$ -	
Terracon															\$ 20,868.13	\$ 76,136.25									\$ 86.25	
Property Acquisitions and Negotiations (PAN)															\$ -										\$ -	
TASK TOTALS					\$ 483.00	\$ -	\$ -	\$ 4,776.00	\$ 1,456.50	\$ 600.00	\$ 22,400.00	\$ 606.00	\$ 486.00	\$ -	\$ -	\$ 20,868.13	\$ 76,136.25	\$ 566.50	\$ 388.80	\$ -	\$ 3,122.00	\$ 644.00	\$ 287.75	\$ 598.00	\$ 133,579.93	
TOTAL LABOR + DIRECTS					Task 01	Task 02	Task 03	Task 04	Task 05	Task 06	Task 07	Task 08	Task 09	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18	Task 19	Task 20	FIRM TOTALS	
Stantec					\$ 59,102.35	\$ -	\$ 34,562.34	\$ 229,843.49	\$ 159,129.97	\$ -	\$ -	\$ 55,942.51	\$ 61,067.21	\$ 27,642.84	\$ -	\$ -	\$ -	\$ 104,007.43	\$ 62,719.25	\$ 13,454.81	\$ 83,284.20	\$ 12,668.83	\$ 33,369.68	\$ 58,705.85	\$ 995,500.74	
Ward Edwards Engineering					\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158,050.00	\$ -	\$ 4,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,348.75	\$ 172,858.75
Atlas Surveying					\$ -	\$ 86,200.00	\$ -	\$ -	\$ -	\$ -	\$ 52,380.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,580.00
Brockington and Associates					\$ -	\$ -	\$ -	\$ 32,999.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,999.99
Terracon					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,005.98	\$ 119,372.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,452.22
Property Acquisitions and Negotiations (PAN)					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 867,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 867,400.00
TASK TOTALS					\$ 59,102.35	\$ 86,200.00	\$ 34,562.34	\$ 262,843.48	\$ 159,129.97	\$ 158,050.00	\$ 52,380.00	\$ 60,402.51	\$ 61,067.21	\$ 27,642.84	\$ 867,400.00	\$ 39,005.98	\$ 119,372.94	\$ 104,007.43	\$ 62,719.25	\$ 13,454.81	\$ 83,284.20	\$ 12,668.83	\$ 33,369.68	\$ 77,127.90	\$ 2,373,791.71	

TOTAL FEE ESTIMATE



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">JANUARY 25, 2020
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN FLEWELLING
ITEM BACKGROUND:
STORMWATER MANAGEMENT UTILITY BOARD <ul style="list-style-type: none">BRIAN WATKINS - AT LARGE - APPROVED VIA PUBLIC FACILITES ON 12/21/20<ul style="list-style-type: none">WILLIAM BRUGGEMAN SUBMITTED RESIGNATION EFFECTIVE 12/2020
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF THE APPOINTMENT OF BRIAN WATKINS TO STORMWATER MANAGEMENT UTILITY BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT OF BRIAN WATKINS TO STORMWATER MANAGEMENT UTILITY BOARD.

Brian L. Watkins



11-06-2020

Brief Resume
Beaufort County Council Members

Dear Beaufort County Council Members

I have the following abilities to volunteer on several boards if appointed. I wish to submit my desire to serve our community on the boards listed on the application. As a born and raised resident of Beaufort, SC. I've seen what used to be a small county built into what it is today.

I served in the U.S. Army and medically retired in 2000. After returning to the lowcountry I have served with the South Carolina State Fire as a volunteer Search & Rescue Canine officer. I currently serve at the will if requested by FEMA for disaster response and recovery. Please see the following areas that qualify me to serve.

- Experience in management, team building and problem solving?
- Excellent written and oral communication skills?
- A passion to learn and to increase skills?

I would very much like to discuss opportunities with current members of Beaufort Council. To schedule an interview, please call me at [REDACTED]. The best time to reach me is between 8:00AM and 5:00PM, but you can leave a voice message at any time, and I will return your call.

Thank you for taking the time to review my brief resume. I look forward to talking with you.

Sincerely,

Brian Watkins

1993-2000 U.S. ARMY European Command Germany
Medically Retired

2001-2016 American Red Cross Palmetto Chapter
Disaster Operations, Shelter Operations, AED, CPR,
Instructor, Life Guard.

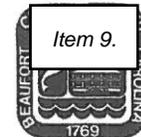
2010-2018 South Carolina State Fire, SC-TF1 Urban Search & Rescue
Logistics Officer, Canine Officer, Rescue Operations.

2010-Currently FEMA
Disaster Canine Handler

Thank You for your consideration,
Brian L. Watkins



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to provide Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- Accommodations Tax (2% State)
- 7 Airports
- Alcohol and Drug Abuse
- Assessment Appeals
- Beaufort County Transportation
- Beaufort-Jasper Economic Opportunity
- Beaufort-Jasper Water & Sewer
- Beaufort Memorial Hospital
- 1 Bluffton Township Fire
- 2 Burton Fire
- Coastal Zone Management Appellate (inactive)
- Construction Adjustments and Appeals
- 4 Daufuskie Island Fire
- Design Review
- Disabilities and Special Needs
- Economic Development Corporation
- Forestry (inactive)
- Historic Preservation Review
- Keep Beaufort County Beautiful
- 3 Lady's Island / St. Helena Island Fire
- Library
- Lowcountry Council of Governments
- Lowcountry Regional Transportation Authority
- Parks and Recreation
- Planning *
- Rural and Critical Lands Preservation
- 5 Sheldon Fire
- Social Services (inactive)
- Solid Waste and Recycling
- Southern Beaufort County Corridor Beautification
- 6 Stormwater Management Utility
- Zoning

DATE: 11-06-2020 NAME: Brian L. Watkins

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: US Military Retired/ SC STATE FIRE VOLUNTEER

TELEPHONE: (Home) [REDACTED] (Office) [REDACTED] EMAIL: [REDACTED]

HOME ADDRESS: [REDACTED] STATE: SC ZIP CODE: [REDACTED]

MAILING ADDRESS: [REDACTED] STATE: SC ZIP CODE: [REDACTED]

COUNTY COUNCIL DISTRICT: 1 2 3 4 5 6 7 8 9 10 11

ETHNICITY: Caucasian African American Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? Yes No

If "yes", what is the name of the board and when does term expire? [REDACTED]

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - Email: boardsandcommissions@bcgov.net
 - U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

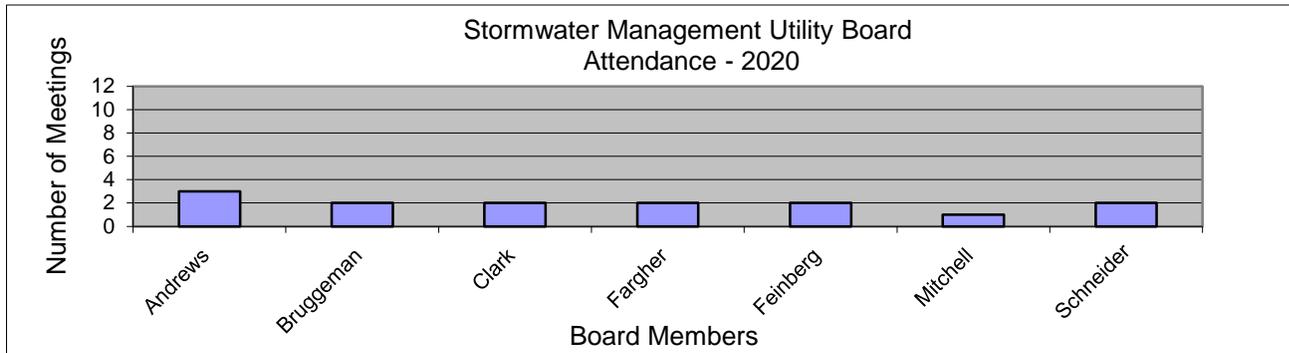
* **Anyone submitting an application to serve on the Planning Commission must fill out the questionnaire on page 2.**

Applicant's Signature: _____

Stormwater Management Utility Board
Attendance 2020

Month Date	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
	8	12	11	8	13	10	8	12	9	14	10	9		
Andrews	1	1	1	*	*	*							3	100%
Bruggeman	1	0	1	*	*	*							2	67%
Clark	1	1	0	*	*	*							2	67%
Fargher	0	1	1	*	*	*							2	67%
Feinberg	1	0	1	*	*	*							2	67%
Mitchell	1	0	0	*	*	*							1	33%
Schneider	1	1	0	*	*	*							2	67%

- 1 - Present
- 0 - Absent
- * No meeting
- ** Appointed
- *** Resigned



Beaufort County Code of Ordinances: Article V. Boards and Commissions, Division 1, Section 2-193 Membership states: "Members shall be removed automatically for: (a) Absences from more than 1/3 of the board or agency meetings per annum whether excused or unexcused; (b) Failure to attend any three consecutive regular meetings."