



County Council of Beaufort County

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

Stewart H. Rodman

County Administrator

Ashley M. Jacobs

Deputy County Administrator

Christopher S. Inglese, Esq.

Clerk to Council

Sarah W. Brock

Administration Building

Robert Smalls Complex
100 Ribaut Road

Contact

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County Council Agenda

County Council of Beaufort County

Monday, March 23, 2020 at 6:00 PM

Council Chambers, Administration Building

Robert Smalls Complex 100 Ribaut Road, Beaufort

REMINDER: ALL OF OUR MEETINGS ARE AVAILABLE ONLINE AT WWW.BEAUFORTCOUNTYSC.GOV. AND CAN ALSO BE VIEWED ON HARGRAY CHANNELS 9 AND 113, COMCAST CHANNEL 2, AND SPECTRUM CHANNEL 1304

1. CALL TO ORDER – Chairman Passiment
2. PLEDGE OF ALLEGIANCE AND INVOCATION – Councilman Dawson
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 – February 10, 2020
6. CHAIRMAN'S MINUTE
7. ADMINISTRATOR'S REPORT

CITIZEN COMMENTS

8. CITIZEN COMMENT - *(Every member of the public who is recognized to speak shall limit comments to three minutes - total time for Citizen Comment is 15 minutes)*

PROCLAMATIONS AND PRESENTATIONS

9. Proclamation of Beaufort County Council declaring March as Disabilities Awareness Month
10. Presentation regarding The County's FY 2019 Comprehensive Annual Financial Report – David Irwin, Mauldin & Jenkins CPA's & Advisors

COMMITTEE REPORTS

11. LIAISON AND COMMITTEE REPORTS

TIME SENSITIVE ITEMS ORIGINATING FROM THE EXECUTIVE COMMITTEE HELD ON MARCH 23rd AT 5:00PM

12. Approval of A Resolution amending County Council's Rules and Procedures by establishing standards for electronic meetings as authorized by The Freedom of Information Act SC Code of Laws 30-4-10 et. seq. for County Council and County Council Committee Meetings during a State of Emergency

13. First Reading of an Ordinance authorizing the conveyance of real property associated with boundary of 50' Right of Way known as Fiddler Drive located on Lady's Island
-

ACTION ITEMS

14. First Reading of an Ordinance amending Beaufort County Ordinance Number 1975-2, EMS Service Fees
 15. First Reading of an Ordinance authorizing the County Administrator to execute a Facility Use Agreement encumbering property owned by Beaufort County known as Fort Fremont Preserve
 16. First Reading of an Ordinance authorizing the County Administrator to execute the Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement with the Beaufort County Open Land Trust
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CONSENT AGENDA

17. Consent Agenda (Please look to page 3)
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EXECUTIVE SESSION

18. S.C. Code Section 30-4-70(2): Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property Rural and Critical Lands Program Project ID 2020 A.
 19. S.C. Code 30-4-70 (a)(2) Discussion of negotiations incident to proposed purchase of property and receipt of legal advice related to matters covered by the attorney-client privilege.
 20. **Matters Arising Out of the Executive Session**
-

END OF EXECUTIVE SESSION

21. CITIZEN COMMENT - *(Every member of the public who is recognized to speak shall limit comments to three minutes - total time for Citizen Comment is 15 minutes)*
22. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Community Services Committee – Councilman McElynn

1. Second Reading of an Ordinance amending the Beaufort County Code of Ordinances, Section 74-64, Adoption of Building Codes (*Public Hearing and Final Reading scheduled for April 13th*)
2. Second Reading of an Ordinance declaring Loud and Unnecessary Vehicular noise a Public Nuisance and providing that violations are a Misdemeanor (*Public Hearing and Final Reading scheduled for April 13th*)

Items Originating from the Executive Committee – Chairman Passiment

3. Approval of a Resolution supporting certifications and assurances to the SC Department of Transportation for a State Mass Transit Funds (SMTF) Grant for Daufuskie Island Public Ferry Service
4. Second Reading of an Ordinance authorizing the County Administrator to execute two lease agreements encumbering property owned by Beaufort County known as a portion of TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, AND R600 008 000 003F 0000 (*Public Hearing and Final Reading scheduled for April 13th*)

Items Originating from the Finance Committee – Councilman Hervochon

5. Second Reading of an Ordinance to appropriate grand awards to local entities from the County's Local (3%) Accommodations Tax and Local Hospitality Tax Collections for the year ending June 30, 2019 in the amount of \$4,000,000 (*Public Hearing and Final Reading scheduled for April 13th*)

Items Originating from the Natural Resources Committee – Councilwoman Howard

6. Second Reading of an Ordinance regarding a Text Amendment to the Community Development Code (CDC): Article 1, Section 1.3.50 Applicability and Jurisdiction – Exemptions to Address County Public Service Uses (*Public Hearing and Final Reading scheduled for April 13th*)

Items Originating from the Public Facilities Committee – Councilman Flewelling

7. Second Reading of an Ordinance conveying real property (right of way) from Beaufort County to SCDOT - For the Boundary Street Renovation Project (*Public Hearing and Final Reading scheduled for April 13th*)

END OF CONSENT AGENDA

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION**

February 10, 2020

Council Chambers, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

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

Attendance

Present: Chairman Stu Rodman, and Council Members Paul Sommerville, Chris Hervocho, Alice Howard, York Glover, Joseph Passiment, Lawrence McElynn, Brian Flewelling, Michael Covert, and Gerald Dawson

Absent: Mark Lawson

CALL TO ORDER

Chairman Rodman called the meeting to order at 6:07 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION – Councilwoman Alice Howard

FOIA COMPLIANCE

Sarah W. Brock, Clerk to Council, confirmed that public notification of the meeting was published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

APPROVAL OF AGENDA

Motion to Amend: It was moved by Councilman Passiment, seconded by Councilman McElynn to amend the agenda to include an executive session item regarding discussion individual involved in County Council. The vote: YEAS: Councilman Hervocho, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

Discussion: Councilman Flewelling stated he received an email informing him he had been relieved of his duties as Council Parliamentarian and that Vice-Chair Sommerville had been appointed in his place and his understanding was that his appointment as parliamentarian followed the same rules as council electing a Chairman and Vice-Chair. The Chairman stated the rules state County Council can appoint a Parliamentarian and the rules don't apply to this appointment. Councilman Flewelling asked if this was the ruling of the Chair and the Chairman stated it was.

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn made a motion to appeal the decision of the Chair.

Discussion: Councilman Flewelling requested the Chairman clarify his decision. The Chairman stated he felt it was appropriate and it falls within his prevue. The Chairman then asked Counsel if this is a decision that can be appealed. County Attorney stated the section Councilman Flewelling is referring to is quite vague but it is a reasonable interpretation that it would be coterminous with the Chair and stated it was a matter left up to the body.

The vote: YEAS: Councilman Hervocho, Councilman Glover, Councilman Passiment, Councilman Flewelling, Councilman Covert, and Councilman Dawson. NAYS: Councilwoman Howard, Councilman Sommerville, and Councilman McElynn. Councilman Rodman abstained. The motion passed 6-3

Councilman Covert then called for a question of privilege.

Motion: It was moved by Councilman Covert to amend the Rules of Procedure by adding the words “or until a successor is elected” to the first sentence of the first paragraph of Chapter 1, Section A and adding as the last paragraph of section A “notwithstanding the provisions above or below the Chairman or Vice-Chairman may be removed by a majority vote of those Councilmembers present and voting at any Regular or Special meeting of Council. Upon the Removal of the Chairman or Vice-Chairman the successor will be elected immediately to fill the unexpired term which will require 6 vote. He then asked for a roll call vote.

The Chairman then referred to the Roberts Rules of Order and the formal process for removing the Chair and stated what Councilman Covert is recommending is not in line with Roberts Rules and Ruled Councilman Covert out of order.

Councilman Covert stated his motion was to add words and he has not asked for the removal of any one from office.

Councilman Flewelling stated Roberts Rules dose allow for the body to amend its own Rules and Procedures and then said the Chairman’s Ruling is not consistent with his recommendation that this be allowed as a motion.

The Chairman stated his Ruling is that Roberts Prevails.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Covert to overrule the decision of the Chair. The vote: YEAS: Councilman Hervocho, Councilman Glover, Councilman Flewelling, Councilman Covert, and Councilman Dawson. NAYS: Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, and Councilman McElynn. The motion failed 5-5

Councilman Covert stated he retained the Right to the Floor then proceeded to ask for the removal of the Chairman and asked for a roll call vote.

The Chairman stated Councilman Covert was Out of Order per his previous statement regarding Roberts Rules.

CITIZEN COMMENTS:

Skip Hoagland spoke regarding restrictions pertaining to public comment.

Leanne Coulter, resident of Daufuskie Island, spoke regarding prospect road and read a letter written by Robert Burn, a 3rd generation Daufuskie Island resident, wrote against closing prospect road and begging the county to preserve these old veteran roads.

PROCLAMATIONS AND PRESENTATIONS

Councilwoman Howard presented a Proclamation Celebrating the 100th Birthday of the League of Women Voters to the local group of the League of Women Voters.

Councilwoman Howard presented a Proclamation to Mr. Fordham and his wife honoring Mr. James Fordham's service and his devotion to helping citizens of Beaufort County combat addiction.

Councilman Covert requested point of personal privilege and made comments regarding the Chairman's behavior with regards to his interactions with administration, other elected officials, and the public, quoting he participates in backdoor dealings and exhibits a Machiavellian behavior.

Craig Winn with SCDOT gave an Update on the Highway 278 Corridor Project. He reviewed the Purpose and Need for the project, traffic analysis, safety analysis, and next steps.

CONSENT AGENDA

Items Originating from the Community Services Committee

- 1. Reappointment of Worth Liipfert to the Alcohol and Drug Abuse Board**
- 2. Reappointment of Roosevelt McCollough to the Lady's Island-St. Helena Fire District Board**
- 3. Reappointment of Joseph McDomick and Herbert Glaze to the Lowcountry Council of Governments**
- 4. Reappointment of James Morral to the Library Board**
- 5. Reappointment of Gregory Gilbert, Rudolph Glover, Robert Smalls and George Williams to the Sheldon Township Fire District Board**
- 6. Reappointment of David Green and Frankie Middleton to the DSN Advisory Board**
- 7. Appointment of Scott Denis to the Lady's Island - St. Helena Fire District Board**

8. **Request Authority for the County Administrator to Negotiate a Contract for Construction Services for Building a Single-Family Home for the Beaufort County Disabilities and Special Needs (DSN) Department**

Items Originating from the Natural Resources Committee

9. **Change order Request for Fort Fremont Historical Park Interpretive Center in the amount of \$205,859**
10. **Second Reading of an Ordinance regarding Text amendment to T4 Hamlet Center District (T4HC) to allow Recreation Facility: Commercial Indoor (Article 3, Section 3.2.100)**
11. **Second Reading of an Ordinance Regarding a Text Amendment to LICP and LIEHB Districts to limit residential density to developments not located on public sewer.**

Items Originating from the Public Facilities Committee

12. **Third Reading of an Ordinance authorizing the execution and delivery of an access and utility easement for a portion of a Right of Way owned by Beaufort County known as Cassidy drive off Buckwalter Parkway in Bluffton Township South Carolina**
13. **Adoption of Value Engineering's Jenkins Island Safety Improvement Recommendations**

Chairman Rodman asked Council if there were any items they would like to lift off the Consent Agenda. Councilman Flewelling requested Item number 8 be taken up separately and Councilman Hervochoch requested the same for item number 13.

Motion: It was moved by Councilman Passiment, seconded by Councilman McElynn to approve the Consent Agenda minus items 8 and 13. The vote: YEAS: Councilman Hervochoch, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, Councilman Dawson and Councilman Lawson. The motion passed 10-0.

8. **Request Authority for the County Administrator to Negotiate a Contract for Construction Services for Building a Single-Family Home for the Beaufort County Disabilities and Special Needs (DSN) Department**

Discussion: Councilman Flewelling stated when his "constituent" asks him what other houses Beau Allen America has built in the last decade, what can he tell them. Dave Thomas, Purchasing Director, stated they built 4 other homes but stated he does not know this company very well but the County's Project Manager does. Councilman Flewelling then requested addresses of the other houses they have built.

Motion: It was moved by Councilman Flewelling, seconded by Councilman McElynn to approve the request for the County Administrator to Negotiate a Contract for Construction Services for Building a Single-Family Home for the Beaufort County Disabilities and Special Needs (DSN) Department awarding the contract to Beau Allen America. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

13. Adoption of Value Engineering's Jenkins Island Safety Improvement Recommendations

Discussion: Councilman Hervochon stated regarding option number 1, the interim solution, he opposes as does Windmill Harbor. As for the Safety Project under the bridge, it was 13.9 million back in 2015/2017 and makes one wonder how expensive it is going to be now and he generally supports it but Council needs to figure out how to fund it, as for waiting until 2027, this is not an option nor is it appropriate. He pointed out that what was not presented is the current Super Street Option and he feels Council should still be considering this and should give it an up for down vote and he asked for this vote the prior week and Council did not get an opportunity to vote on this.

Motion: It was moved by Councilman Hervochon, seconded by Councilman Flewelling to request the administrator to reach out to the contractor to see if they will extend the bid another 60 days so Council has time to understand that project.

Discussion: Administrator Jacobs said in talking with staff it is the consensus that the current bid is so outdated that it really needs to be put out to bid again to avoid protest and to get a more accurate price.

Craig Winn as well as Jennifer with Value Engineering each re-addressed Council regarding voiced concerns.

Motion: It was moved by Chairman Rodman, seconded by Councilman McElynn to approve the Value Engineering's Safety Improvement recommendations subject to one more look by the engineers at the um concerns that have been raised by Windmill Harbor.

Discussion: Councilwoman Howard stated she could not vote for something that is not final, as did Councilman Passiment and Councilman Hervochon.

Motion Withdrawn and item was removed from the agenda.

Motion: It was moved by Councilman Passiment, seconded by Councilman Hervochon to extend the meeting past the 8 o'clock hour. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Covert, and Councilman Dawson. NAYS: Councilman Flewelling. The motion passed 9-1.

ACTION ITEMS

10. Second Reading of an Ordinance authorizing the conveyance of real property known as Automobile Place to the Town of Hilton Head Island

Discussion: Josh Gruber, Town Manager of HHI, stated he wanted to make sure Council knew what it is that HHI is asking for the road for and the purpose behind it. Mr. Gruber stated this would allow for commercial access off Main Street rather than off 278.

Councilman Flewelling asked Mr. Gruber if HHI objects to the language inserted regarding a reverter clause.

Mr. Gruber stated they do object to the inserted language as HHI was looking to make this a simple transaction. If the County does not want to proceed, HHI is happy to withdraw and the County can keep the road.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Sommerville to approve Second Reading of an Ordinance authorizing the conveyance of real property known as Automobile Place to the Town of Hilton Head Island as it is written. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

TIME SENSITIVE ITEMS ORIGINATING FROM THE EXECUTIVE COMMITTEE HELD ON FEBRUARY 10TH AT 4:30PM

11. Approval of a Resolution authorizing County Administrator to execute funding agreement with the South Carolina Housing Trust Fund

Motion: It was moved by Councilman Passiment, seconded by Councilman McElynn to approve a Resolution authorizing County Administrator to execute funding agreement with the South Carolina Housing Trust Fund. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

12. Appointment of Dr. Sophia Alston to the Lowcountry Council of Governments Workforce Board

Motion: It was moved by Councilman Flewelling, seconded by Councilman Passiment to approve the Appointment of Dr. Sophia Alston to the Lowcountry Council of Governments Workforce Board. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

LIAISON REPORTS

Councilman Sommerville stated he had an item to bring forward from the now dissolved Governmental Committee.

Motion: It was moved by Councilman Sommerville, Seconded by Councilman Flewelling, to approve First Reading of an Ordinance, by title only, to place L.O.S.T. on the November 2020 Ballet.

Discussion: Councilman Flewelling stated he supports this being on the Ballet and when the Mayors ask for something, Council is derelict in their duty to not affirmatively respond. Councilwoman Howard stated she support this as well and Councilman Dawson inquired as to the projects each municipality plans to implement using these funds and wanted to know when Council could see the projects. Councilman Sommerville stated this would be an annual cash flow to the Municipalities and to the County. The amount would be 1 cent.

The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

Councilwoman Howard gave an update regarding the committees she is a liaison for.

Chairman Rodman stated he reached out to Mr. Hoagland and came up with three concerns he would like to see addressed:

1. SC ATAX FOIA - Skip requests that Beaufort County obtain specific information from the Hilton Head Island Chamber that he has requested and the Chamber refuses to provide.
2. SC NON PROFIT CORPORATION ACT LAWS - Skip requests that Beaufort County extend its inspection rights of all accounting records from all Chambers receiving County funds to all taxpayers.
3. DMO CONTRACTS & TAX RECIPIENT AGREEMENTS -Skip requests that Beaufort County insure that non-profit recipients of County funds are contractually obligated to 1) limit expenditures to legal and proper uses and 2) audit such uses in a timely and acceptable manner.

Councilman Passiment has agreed to take these items up at his next Finance committee.

Chairman Rodman also made comments regarding Public Comment and whether or not there would be a first amendment if the County created an ordinance adding that it is his understanding that the County is not required by law to allow public comment and asked the County Attorney to address this further. Mr. Taylor stated the ordinance suggested to Council is an ordinance modeled after an ordinance that has been through the federal court system and the County's legal team is confident that what has been suggested to Council is sound. Chairman Rodman finished by saying public comment is not a first amendment right that all citizens have and that is simply not the case, Council is extending that right as a courtesy to our citizens.

Chairman Rodman moved Citizen Comment to before Executive Session.

CITIZEN COMMENTS:

Skip Hoagland stated he has asked the Chairman to sit down face to face with he and other professional to discuss laws that have been broken and the Chairman has agreed to do so and also spoke regarding the three issues mentioned earlier regarding Mr. Hoagland.

Tommy O'Brien welcomed Ms. Jacobs and proceeded to thank Councilwoman Howard and Mrs. Brock for helping orchestrate the Proclamation for Mr. Fordham. He then addressed the Public Comment debate and shunned anyone that would want to remove this time. Anything the public has to say should be most important to all of Council.

John Glover thanked Ms. Jacobs for a job well done and asked her not to leave the County.

EXECUTIVE SESSION

Motion to Amend: It was moved by Councilman Passiment, seconded by Councilwoman Howard to go into executive session and amend the executive session items stating item 16 is under 30-4-70(A)(2), item 17 is under 30-4-70(A)(1), item 18 is under 30-4-70(A)(1), item 19 is under 30-4-70(A)(2), and item 20 is under 30-4-70(A)(1). The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Councilman Sommerville, seconded by Councilman Flewelling to authorize the County Administrator to settle the potential claim regarding approximately 1250 sq. feet on Saliconia Drive by purchasing the disputed area for \$2,010.00 plus reasonable closing cost. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

Motion: It was moved by Councilman Flewelling, seconded by Councilman Glover to adopt a resolution authorizing County Administration to initiate legal action to establish public ownership of Prospect Road on Daufuskie Island. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

Motion: It was moved by Councilman McElynn, seconded by Councilman Passiment to approve authorization the County Administrator to negotiate a settlement agreement in the matter of Marjorie Arnold, et.al.vs Beaufort County and the Bluffton Township Fire District (case#2019-CP-07-01642) in accordance with and pursuant to the terms discussed in Executive Session and to execute all documents necessary to effectuate the settlement of the same. Source of funding in this matter shall be from the Beaufort County fund balance and by agreement with the Bluffton Township Fire District as to their share. The vote: YEAS: Councilman Hervochon, Councilman Glover, Councilwoman Howard, Councilman Passiment, Councilman Sommerville, Councilman

Rodman, Councilman McElynn, Councilman Flewelling, Councilman Covert, and Councilman Dawson. The motion passed 10-0.

The meeting adjourned.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

DRAFT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

A RESOLUTION AMENDING COUNTY COUNCIL'S RULES AND PROCEDURES BY ESTABLISHING STANDARDS FOR ELECTRONIC MEETINGS AS AUTHORIZED BY THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 et seq. FOR COUNTY COUNCIL AND COUNTY CO

Council Committee:

Executive Committee and County Council

Meeting Date:

March 23, 2020

Committee Presenter (Name and Title):

Christopher S. Inglese, Deputy County Administrator

Issues for Consideration:

Only applies during an emergency as declared by adoption of an Emergency Ordinance approved by 2/3 of members present at a duly assembled meeting of county council.

Points to Consider:

Necessity of announcing who the speaker is each time a speaker address the body so that the Clerk can properly record minutes.

Funding & Liability Factors:

We will want to be proactive to ensure public hearings provide the public multiple forum to submit written comments for consideration. Public comments received should be read into the record by the Chairperson or Clerk to Council.

Council Options:

Council may move to adopt the resolution; or may move to decline adoption of the Resolution; or may move to defer adoption of the Resolution.

Recommendation:

Staff recommends adopting the Resolution for application during the declaration of an emergency.

RESOLUTION NO. 2020/___

A RESOLUTION AMENDING COUNTY COUNCIL’S RULES AND PROCEDURES BY ESTABLISHING STANDARDS FOR ELECTRONIC MEETINGS AS AUTHORIZED BY THE FREEDOM OF INFORMATION ACT SC CODE OF LAWS 30-4-10 *et seq.* FOR COUNTY COUNCIL AND COUNTY COUNCIL COMMITTEE MEETINGS DURING A STATE OF EMERGENCY.

WHEREAS, the South Carolina Freedom of Information Act, which is codified at Title 30, Chapter 4 of the Code of Laws of South Carolina 1976, as amended, (the “*Act*”) defines a “Meeting” as “the convening of a quorum of the constituent membership of a public body, whether corporal *or by means of electronic equipment*, to discuss or act upon a matter over which the public body has supervision, control, jurisdiction or advisory power” (emphasis added); and

WHEREAS, a committee of Council reviewing Council’s Rules and Procedures recommended allowing meetings by means of electronic equipment during an emergency at its November 4, 2019 meeting; and

WHEREAS, the Act further permits that emergency meetings of public bodies may be held without having provided twenty-four hours’ notice of such meeting; and

WHEREAS, South Carolina law provides that cities and counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading, provided that such ordinance does not levy taxes, grant, renew or extend a franchise or impose or change a service rate, upon the affirmative vote of at least two-thirds of the city or county council present, and provided that such emergency ordinance shall expire automatically on the sixty-first day following its enactment; and

WHEREAS, the Act providing for meetings “by means of electronic equipment” is generally understood to include use of telephonic equipment, video conferencing, and electronic mail (e-mail); and

WHEREAS, S.C. Code of Laws Section 4-9-110 provides that County Council may “determine its own rules and order of business” including adopting Rules and Procedures for facilitating Council meetings.

NOW THEREFORE BE IT RESOLVED, by County Council of Beaufort County (the “*Governing Body*”), that County Council Rules and Procedures be amended to allow for meetings by means of electronic equipment during the duration of an emergency declaration by inserting into County Council’s Rules and Procedures “**Chapter 2 Meetings and Agendas**” a paragraph “J” as follows:

Section 1. Standards for Electronic Meetings. The Governing Body is hereby authorized to conduct public meetings exclusively in electronic form during a declaration of an emergency adopted by emergency ordinance that has been approved by a 2/3 vote of the members present at a duly assembled meeting of County Council, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any

combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating “yay” or “nay.” All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act.

(e) All members of the Governing Body, officials, staff, and presenters *must* identify themselves and be recognized prior to speaking. Members of the Governing Body shall strictly comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. Members of the public may submit written public comments which shall be distributed to the members of the Governing Body.

Section 2. Suspension of Local Provisions. During the period of effectiveness of this Ordinance, any ordinance, resolution, policy, or bylaw of the Governing Body that conflicts with the provisions hereof is suspended and shall be superseded hereby.

Section 3. Effective Date; Expiration. The provisions hereof shall be effective upon a single meeting of County Council and two-thirds vote of the members present adopting an ordinance declaring an emergency, and shall expire on the sixty-first day following the effective date of the emergency ordinance.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY ASSOICATED WITH BOUNDARY OF 50' RIGHT OF WAY KNOWN AS FIDDLER DRIVE LOCATED ON LADY'S ISLAND

Council Committee:

County Council

Meeting Date:

March 23, 2020

Committee Presenter (Name and Title):

Brittany Ward, Beaufort County Deputy Attorney; Patty Wilson, Beaufort County Right of Way Manager

Issues for Consideration:

Beaufort County paved Fiddler Drive as part of paving contract 31. During this time period, County Maintained roads were considered prescriptive Right of Way and although the County does not have a clear instrument of ownership, plats dating back to the 1970's and prior Beaufort County Tax maps designate Fiddler Drive as a ROW. The County has maintained the road for over 25 years. County paving plans are dated May 12, 2006 with County Council approval of the paving contractor on June 26, 2006. County Council also approved restriping of the road on October 27, 2014. The County has invested a lot of time and money into improving and maintaining the road. Title research reflects the County's interest in the road. Surveys and plats of surrounding subdivisions and parcels include the 50' ROW so there does not appear to be a conflict of ownership with other adjacent properties.

Points to Consider:

Green Heath, LLC is trying to clear up acreage discrepancies associated with parcel R200 010 000 0022 0000 which abuts Fiddler Drive on Lady's Island. Green Heath, LLC is requesting a Quit Claim Deed and Certificate of Abandonment associated with a "GAP" area outside the platted 50 ROW. Green Heath, LLC has provided a Quit Claim Deed for any interest they have in Fiddler Drive. By the County accommodating Green Heath, LLC, the County will also have recorded documents that can be used in support of the County's claim on the ROW.

Funding & Liability Factors:

Fiddler Drive is a County Maintained Road with Liability responsibilities.

Council Options:

Approve or disapprove County Quit Claim Deed and Certificate of Abandonment to Green Heath, LLC and Quit Claim Deed From Green Heath, LLC to County

Recommendation:

Approve County Quit Claim Deed and Certificate of Abandonment to Green Heath, LLC and Quit Claim Deed From Green Heath, LLC to County

ORDINANCE 2020/ _____

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY
ASSOCIATED WITH BOUNDARY OF 50' RIGHT OF WAY KNOWN AS FIDDLER
DRIVE LOCATED ON LADY'S ISLAND**

WHEREAS, Beaufort County ("County") has ownership interests in the Right of Way known as Fiddler Drive located on Lady's Island, said interest is supported by County maintenance history in excess of 25 years, plats dating back to the 1970's and prior County Tax Maps; and

WHEREAS, the County paved Fiddler Drive as part of contract 31 according to Road Improvement Plans dated May 12, 2006 designed by Beaufort County Engineering Department; and

WHEREAS, Green Heath, LLC is trying to clear up a boundary gap between Fiddler Drive 50' Right of way and parcel R200 010 000 0022 0000 which abuts Fiddler Drive Right of Way; and

WHEREAS, Green Heath, LLC is requesting Beaufort County grant a Quit Claim Deed attached as Exhibit "A" and an associated Certificate of Abandonment attached as Exhibit "B"; and

WHEREAS, Green Heath, LLC desires to grant Beaufort County any interest in Fiddler Drive 50' Right of Way more particularly described in the Quit Claim Deed attached as Exhibit "C"; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to convey to Green Heath, LLC real property described in Quit Claim Deed attached as Exhibit "A" and the associated Certificate of Abandonment attached as Exhibit "B" and accept conveyance from Green Heath, LLC a Quit Claim Deed for Right of Way associated with Fiddler Drive as described in attached Exhibit "C"; and

WHEREAS, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council as follows:

1. the County Administrator is hereby authorized to execute the quit claim deed referenced herein and as shown in Exhibit A; and
2. the County Administrator is hereby authorized to execute the Certificate of Abandonment referenced herein and as shown in Exhibit B; and

3. the County Administrator is hereby authorized to accept conveyance of real property associated with 50' Right of Way known as Fiddler Drive from Green Heath, LLC referenced herein and as shown in Exhibit C.

DONE this ____ day of _____ 2020.

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"
Beaufort County Quit Claim Deed to Green Heath, LLC

Exhibit "A"

----- SPACE ABOVE THIS LINE FOR RECORDING DATA -----

Return recorded document to:

David L. Tedder, P.A..
1001 Craven Street
Beaufort, SC 29902

STATE OF SOUTH CAROLINA

QUITCLAIM DEED

COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS, that **BEAUFORT COUNTY**, a political subdivision of the State of South Carolina (hereinafter "Grantor"), in consideration of the sum of Ten and NO/100 Dollars (\$10.00), to Grantor in hand paid at and before the sealing of these presents by **GREEN HEATH, LLC**, a South Carolina limited liability company (hereinafter "Grantee"), whose address is c/o Fred Trask, P.O. Box 1256, Beaufort, SC 29901, for which the receipt whereof is hereby acknowledged, has granted, bargained, conveyed, released and does forever quitclaim unto the said Grantee, its Successors and Assigns forever, all of Grantor's right, title and interest in and to the following described property, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

TOGETHER with all and singular, the rights, members, hereditament and appurtenances to the said Premises belonging, or in anywise incident or appertaining thereto.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Grantee, its Successors and Assigns, forever – so that neither the said Grantor nor its successors and assigns, nor any other person or persons, claiming under Grantor or them, shall at any time hereinafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS the Hand and Seal of the undersigned, this _____ day of _____, 2020.

**BEAUFORT COUNTY, a political subdivision of the State
of South Carolina**

By: _____
Ashley M. Jacobs, County Administrator

WITNESSES:

Signature of 1st Witness

Signature of 2nd Witness/Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, _____ the undersigned Notary Public, do certify that Ashley M. Jacobs, County Administrator of Beaufort County, a political subdivision of the State of South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my official seal this _____ day of _____, 2020.

Notary Public
Name of Notary: _____
My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 0.603 acres, more or less, and being more particularly shown and designated as "Area 1 (To Be Acquired By Parcel A) 26,286.56 Sq. Ft. 0.603 Ac" on Sheet 1 of 3 on that certain plat prepared by Jeremy W. Reeder, P.L.S., last revised January 3, 2020, and recorded in Plat Book _____ at Page _____ in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat.

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 0.050 acres, more or less, and being more particularly shown and designated as "Area 2 (To Be Acquired By Parcel B, 2,181.32 Sq. Ft. 0.050 Ac" on Sheet 1 of 3 on that certain plat prepared by Jeremy W. Reeder, P.L.S., last revised January 3, 2020, and recorded in Plat Book _____ at Page _____ in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat.

Exhibit “B”
Beaufort County Certificate of Abandonment

Exhibit “B”

EXHIBIT "A"
LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 0.603 acres, more or less, and being more particularly shown and designated as "Area 1 (To Be Acquired By Parcel A) 26,286.56 Sq. Ft. 0.603 Ac" on Sheet 1 of 3 on that certain plat prepared by Jeremy W. Reeder, P.L.S., last revised January 3, 2020, and recorded in Plat Book _____ at Page _____ in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat.

ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Lady's Island, Beaufort County, South Carolina, containing 0.050 acres, more or less, and being more particularly shown and designated as "Area 2 (To Be Acquired By Parcel B, 2,181.32 Sq. Ft. 0.050 Ac" on Sheet 1 of 3 on that certain plat prepared by Jeremy W. Reeder, P.L.S., last revised January 3, 2020, and recorded in Plat Book _____ at Page _____ in the Office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, courses, distances and bounds of said property, reference may be had to the aforementioned plat.

Exhibit “C”

Green Heath, LLC Quit Claim to Deed Beaufort County

Exhibit “C”

Prepared in the Law Office of David L. Tedder, P.A., 1001 Craven Street, Beaufort, SC 29902 **without benefit of title examination and without title certification**

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That **GREEN HEATH, LLC, a South Carolina limited liability company** (hereinafter "Grantor"), in consideration of the premises and also in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS** to Grantor in hand paid at and before the sealing and delivery of these presents by **BEAUFORT COUNTY, a political subdivision of the State of South Carolina** (hereinafter "Grantee"), whose address is **P. O. Drawer 1228, Beaufort, SC 29901** (the receipt whereof is hereby acknowledged) has remised, released and forever quit-claimed, subject to the easements, restrictions, reservations and conditions ("Exceptions"), if any, and by these presents does remise, release and forever quit-claim unto the said Grantee, its Successors and Assigns forever, all of Grantor's right, title and interest in and to the following described real estate, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

THIS CONVEYANCE IS MADE SUBJECT TO: All covenants, restrictions, easements and rights-of-ways of record affecting the property.

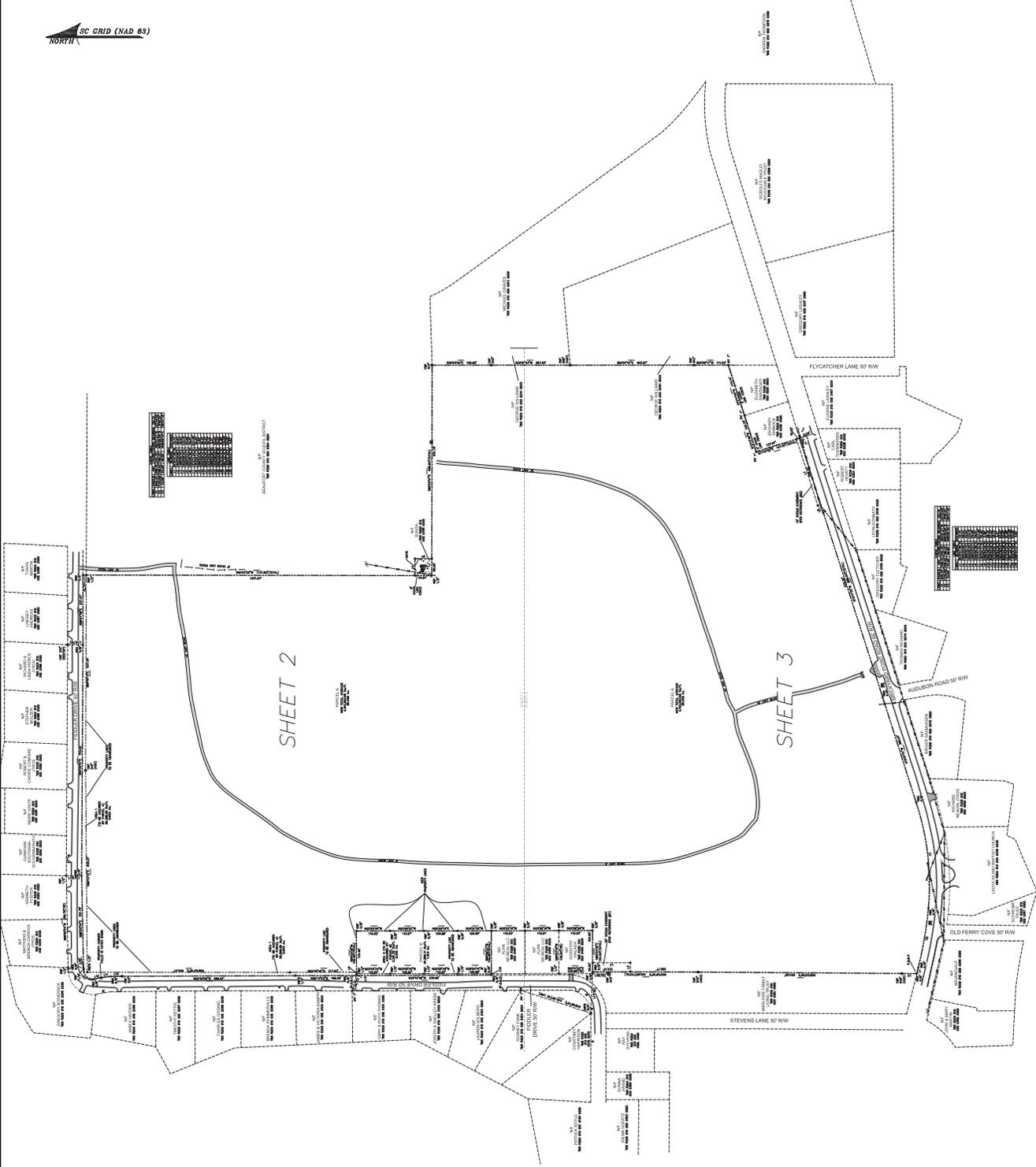
TOGETHER with, subject to the above Exceptions, if any, all and singular the rights, members, hereditaments and appurtenance to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the above Exceptions, if any, all and singular the said premises before mentioned unto the said Grantee, its Successors and Assigns, forever -- so that neither the said Grantor nor its successors and assigns, nor any other person or persons, claiming under Grantor or them, shall at any time hereinafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

LEGAL DESCRIPTION

ALL that certain piece, parcel or tract of land situate, lying and being on Lady's Island, Beaufort County, South Carolina, being a fifty (50') foot right-of-way known as Fiddler Drive, said property being shown and designated as "Fiddler Drive 50' R/W" on that certain plat prepared by Jeremy W. Reeder, P.L.S., last revised on January 3, 2020, and recorded in Plat Book _____ at Page _____ in the Office of the Register of Deeds for Beaufort County, South Carolina.

SC CRID (NAD 83)



- LEGEND**
- CONC. MONUMENT FOUND
 - ARTHUR OLIVER CHRISTENSEN
 - IRON PIPE FOUND - DISTURBED
 - IRON REBAR FOUND
 - IRON REBAR FOUND - DISTURBED
 - POINT OF BEGINNING
 - FENCE LINE
 - OVERHEAD POWER LINE
 - UNDERGROUND DRAINAGE LINE
 - EDGE OF DRIVEWAY
 - CONCRETE
 - GRAVEL
 - REGULATORY CONTROL VALVE
 - ELECTRIC JUNCTION BOX
 - WATER METER
 - WATER LATERAL OR SUBROUT
 - WATER VALVE
 - TRANSFORMER-ELECTRIC

ACREAGE CHART

PANSEL A	41,582,751.12 SQ. FT.	946.86 AC.
AREA 1 (TO BE ACQUIRED BY PANSEL A)	26,288,506 SQ. FT.	600.0 AC.
NEW PANSEL A TOTAL	41,762,248.88 SQ. FT.	950.86 AC.
PANSEL B	61,256,111 SQ. FT.	1,413 AC.
AREA 2 (TO BE ACQUIRED BY PANSEL B)	2,181,820.00 SQ. FT.	50.0 AC.
NEW PANSEL B TOTAL	63,437,931.00 SQ. FT.	1,463 AC.



- NOTES**
- THIS PARCEL APPEARS TO LIE IN FLOOD ZONE G.
 - VERTICAL DATUM IS SOUTH CAROLINA STATE PLANE CRID (NAD 83).
 - LEGEND IS LOCATED ON SHEET 1.
 - BOUNDARY POINT ROAD RIGHT OF WAY IS PER REFERENCE #21 AND #22.
 - SEALING PLACEMENTS WERE SCALED IN PER REFERENCE #21 AND #22.

- REFERENCES**
- DEED BOOK 4674 PAGE 1308 W/ PLAT
 - DEED BOOK 4674 PAGE 1309 W/ PLAT
 - DEED BOOK 4674 PAGE 1310 W/ PLAT
 - DEED BOOK 4674 PAGE 1311 W/ PLAT
 - DEED BOOK 4674 PAGE 1312 W/ PLAT
 - DEED BOOK 4674 PAGE 1313 W/ PLAT
 - DEED BOOK 4674 PAGE 1314 W/ PLAT
 - DEED BOOK 4674 PAGE 1315 W/ PLAT
 - DEED BOOK 4674 PAGE 1316 W/ PLAT
 - DEED BOOK 4674 PAGE 1317 W/ PLAT
 - DEED BOOK 4674 PAGE 1318 W/ PLAT
 - DEED BOOK 4674 PAGE 1319 W/ PLAT
 - DEED BOOK 4674 PAGE 1320 W/ PLAT
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 - DEED BOOK 4674 PAGE 1325 W/ PLAT
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 - DEED BOOK 4674 PAGE 1327 W/ PLAT
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 - DEED BOOK 4674 PAGE 1330 W/ PLAT
 - DEED BOOK 4674 PAGE 1331 W/ PLAT
 - DEED BOOK 4674 PAGE 1332 W/ PLAT
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 - DEED BOOK 4674 PAGE 1400 W/ PLAT



ATLAS SURVEYING, INC.
 4000 W. STATE STREET, SUITE 100
 BEAUFORT, NORTH CAROLINA 28516
 PHONE: (843) 444-2777
 FAX: (843) 444-2778
 WWW.ATLASURVING.COM

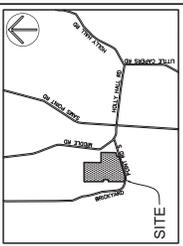


PREPARED FOR:
FRED TRASK
 A SUBDIVISION/RECONSTRUCTION PLAN OF
 THE GLEASON TRACT,
 PARCELS A & B
 TAX PARCEL NO. P200 010 000 0022 0000
 LADY'S ISLAND
 BEAUFORT COUNTY, SOUTH CAROLINA

SHEET 1 OF 3
 INFORMATION IN THIS PLAN IS THE SOLE PROPERTY OF ATLAS SURVEYING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ATLAS SURVEYING, INC. ANY VIOLATION OF THIS NOTICE SHALL BE SUBJECT TO LEGAL ACTION AND PENALTIES AS SPECIFIED THEREIN.

DATE: 11-12-2006
 ASSOCIATED DATED: 5-27-10

NOT VALID UNLESS OWNED BY THIS OFFICE
 11/12/2006
 11/12/2006



VICINITY MAP NOT TO SCALE

- NOTES
1. THIS PARCEL APPEARS TO BE IN FLOOD ZONE G.
 2. HORIZONTAL DATUM IS SOUTH CAROLINA STATE PLANE GRID (NAD 83).
 3. LEGEND IS LOCATED ON SHEET 1.
 4. BROWARD POINT ROAD RIGHT OF WAY IS PER REFERENCE #21 AND #22.
 5. SEWAGE CASING(S) WERE SCALED IN PER REFERENCE #21 AND #22.

- REFERENCES
1. DEED BOOK #74 PAGE 1369 WY / PLAT
 2. DEED BOOK #139 PAGE 1432
 3. DEED BOOK #139 PAGE 1432
 4. DEED BOOK #139 PAGE 1432
 5. DEED BOOK #139 PAGE 1432
 6. DEED BOOK #139 PAGE 1432
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 19. DEED BOOK #139 PAGE 1432
 20. DEED BOOK #139 PAGE 1432
 21. DEED BOOK #139 PAGE 1432
 22. DEED BOOK #139 PAGE 1432
 23. DEED BOOK #139 PAGE 1432
 24. S.E.T. OF ROAD PLANS FOR BROWARD DRIVE BY S-11-2006.
 25. S.E.T. OF ROAD PLANS FOR BROWARD & ASSOCIATED DATED 5-24-10.



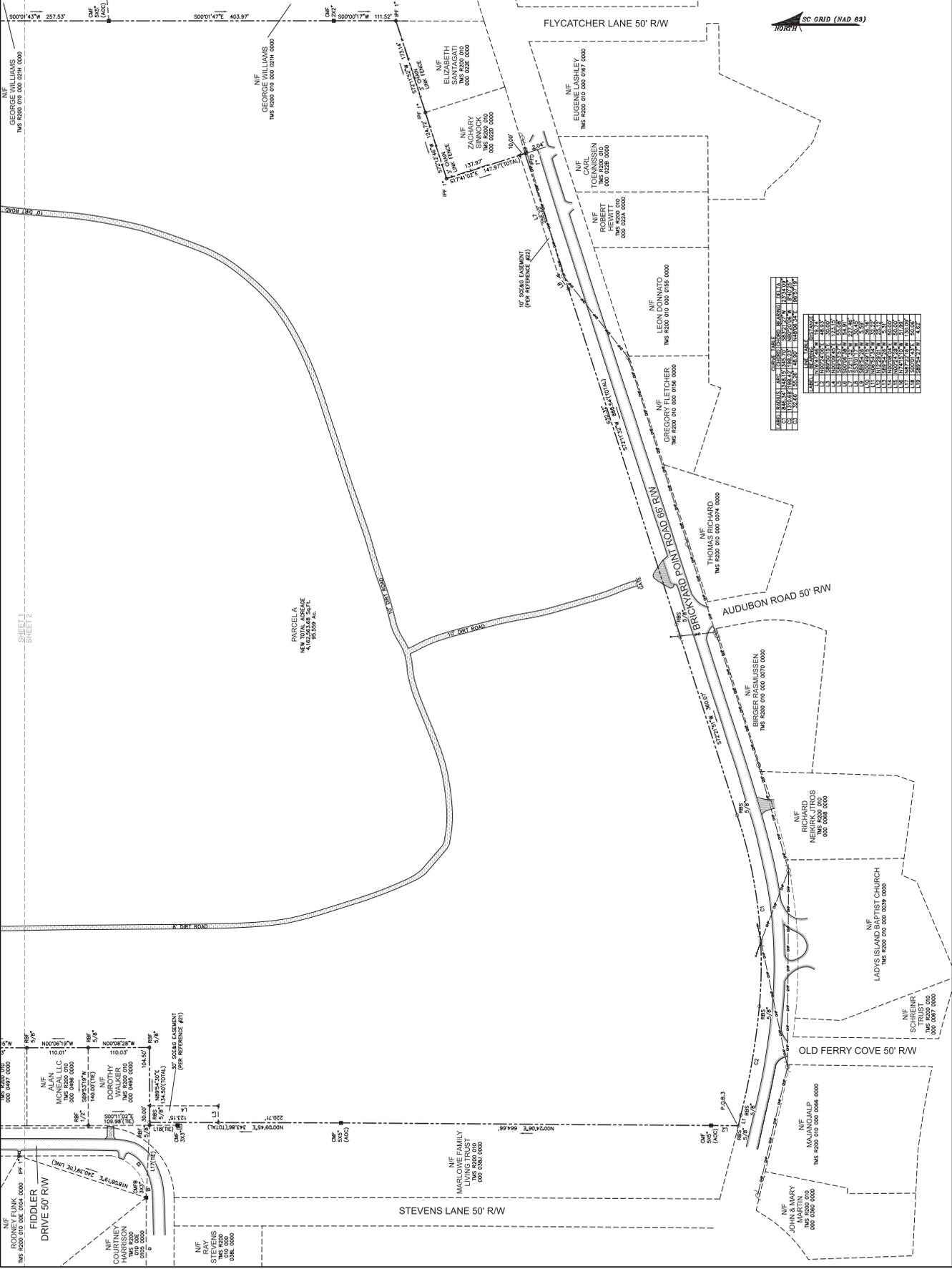
ATLAS SURVEYING, INC.
 8000 W. STATE ROAD 100, SUITE 100
 FORT WORTH, TEXAS 76134
 PHONE: (817) 441-2277
 FAX: (817) 441-2278
 WWW.ATLAS-SURVEYING.COM



PREPARED FOR:
FRED TRASK
 A SUBDIVISION/RECONSTRUCTION PLAN OF
THE GLEASON TRACT,
 PARCELS A & B
 TAX PARCEL NO. 8200 010 000 0022 0000
 LADY'S ISLAND
 BROWARD COUNTY, SOUTH CAROLINA

SHEET 2 OF 2
 INFORMATION IN THIS PLAN IS THE PROPERTY OF ATLAS SURVEYING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND PARCELS IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF ATLAS SURVEYING, INC. IS STRICTLY PROHIBITED. THE MATERIALS AND METHODS USED IN THE PREPARATION OF THIS PLAN ARE IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF A PROFESSIONAL SURVEYOR AS SPECIFIED THEREIN.

ATLAS SURVEYING, INC.
 S.C. PROFESSIONAL SURVEYOR
 S.C. LICENSE NO. 28133
 NOT VALID WITHOUT OWNED SURVEY



PARCEL NUMBER	OWNER	ACRES
1	RODNEY FUNK	0.0000
2	MONEILL LLC	0.0000
3	DOROTHY WALKER	0.0000
4	MARTIN	0.0000
5	JOHN & MARY	0.0000
6	SCHREINER	0.0000
7	LADY'S ISLAND FIRST CHURCH	0.0000
8	RICHARD NEIKRJTROS	0.0000
9	BIRGER RASMUSSEN	0.0000
10	GREGORY FLETCHER	0.0000
11	LEON NAWATO	0.0000
12	CARL TORNISSSEN	0.0000
13	EUGENE LASHLEY	0.0000
14	ELIZABETH	0.0000
15	ZACHARY	0.0000
16	GEORGE WILLIAMS	0.0000
17	MARLOWE FAMILY	0.0000
18	PARCELA	4.1168



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Updated Fee Schedule for Emergency Medical Services (EMS)

Council Committee:

County Council

Meeting Date:

March 23, 2020

Committee Presenter (Name and Title):

Philip Foot (Asst. County Administrator for Public Safety), Donna Ownby (EMS Director), and Marci Taylor (EMS Admin Specialist)

Issues for Consideration:

EMS User Fee Schedule was last reviewed in 2005.

Points to Consider:

Costs associated with providing citizens the highest quality EMS service, mileage rates, fuel, medications, and disposable supplies.

Funding & Liability Factors:

All fees collected are returned to the General Fund (GF) for county operations.

Council Options:

Approve an updated fee schedule or maintain fee schedule.

Recommendation:

Staff recommend adjustments to the fee schedule.

ORDINANCE NO. 2020 / --

AN ORDINANCE TO AMEND THE BEAUFORT COUNTY ORDINANCE NUMBER 1975-2 AND BEAUFORT COUNTY COUNCIL OCTOBER 24, 2005 UPDATE APPROVAL SO AS TO PROVIDE AN UPDATED FEE SCHEDULE FOR EMERGENCY MEDICAL SERVICES (EMS) AMBULANCE SERVICES

WHEREAS, Beaufort County currently provides for a fee schedule for the cost of Emergency Medical Services (EMS) ambulance service; and

WHEREAS, Beaufort County Council originally adopted a fee schedule in 1975 and subsequently updated the schedule in 2005; and

WHEREAS, Beaufort County believes the taxpayers of Beaufort County fund the basic operation to maintain a highly advance Emergency Medical Services (EMS) ambulance system for all citizens and visitors county-wide with ad valorem taxes; and

WHEREAS, Beaufort County desires to maintain the most advance Emergency Medical Service (EMS) for the citizens of Beaufort County by collecting updated user fees to off-set costs of maintaining such service.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the following amendments be included within the Beaufort County Code of Ordinances as follows:

Beaufort County Emergency Medical Services (EMS) ambulance fee schedule:

<u>Level of Service</u>	<u>Current fee</u>	<u>Proposed fee</u>
ALS E A0427	\$725.00	NO CHANGE
BLS E A0429	\$255.00	\$535.00
ALS 2 A0433	\$1,070.00	NO CHANGE
SPECIALTY CARE TRANSPORT	\$355.00	\$1085.00
ALS TREATMENT NO TRANSPORT	\$100.00	\$150.00
BLS TREATMENT NO TRANSPORT	\$0.0	\$75.00
MILEAGE	\$7.25	\$17.25
ALS DISPOSABLE SUPPLIES	\$0.0	\$100.00
BLS DISPOSABLE SUPPLIES	\$0.0	\$50.00
IV SUPPLIES	\$0.0	\$50.00
OXYGEN SUPPLIES	\$0.0	\$50.00

Adopted this 5th day of MONTH, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Stu Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Friends of Fort Fremont Facility Use Agreement

Council Committee:

County Council - Natural Resources Committee recommended approval on March 2, 2020

Meeting Date:

March 23, 2020

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

A Facility Use Agreement (FUA) between the County and the Friends of Fort Fremont (Friends) for the use of the Preserve and the interpretive center.

Points to Consider:

In April 2019, the County and the Friends entered into a Memorandum of Understanding authorizing the Friends to utilize the property according to a Facility Use Agreement and annual Operating Plan. County staff and Friends have agreed to the FUA terms and conditions, which specify in detail the use of the Property as an historic interpretive facility and the responsibilities of the Friends and the County.

Funding & Liability Factors:

There are no funding requirements. Liability is waived between the parties. County retains responsibility for the management and maintenance of the property and its structures as a public passive park.

Council Options:

1) Approve the FUA as written, 2) Approve the FUA with revisions, 3) Do not approve the FUA

Recommendation:

Approve and authorize the County Administrator to execute the Friends of Fort Fremont Facility Use Agreement as written.

ORDINANCE 2020/ _____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FACILITY USE AGREEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS FORT FREMONT PRESERVE

WHEREAS, Beaufort County (“County”) owns 17 acres of real property (“Property”) known as Fort Fremont Preserve located at 1124 Lands End Road and being recorded in the Beaufort County Register of Deeds in Deed Book 2044 at Page 1468, Deed Book 259 at Page 275 and Deed Book 2958 at Pages 481-488; and

WHEREAS, the County and Friends of Fort Fremont (“Friends”) have previously entered into a Memorandum of Understanding dated April 8, 2019 and wish to further specify Property authorization, use and responsibilities with a Facility Use Agreement, which is attached hereto and incorporated by reference as “Attachment A”; and

WHEREAS, pursuant to Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, Council approval, an ordinance, and public hearing are required for the lease of any public land; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution of the facility use agreement to the Friends.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL duly assembled, does hereby authorize the County Administrator to execute a Facility Use Agreement with Friends of Fort Fremont for the property known as Fort Fremont Preserve, as attached hereto and incorporated by reference as “Attachment A”.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

- Chronology:
- Third Reading
- Second Reading
- Public Hearing
- First Reading

ATTACHMENT A

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA) **FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2020, between **Beaufort County**, a political subdivision of the State of South Carolina, (“County”) having a mailing address of County of Beaufort, Attention Beaufort County Administrator, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Friends of Fort Fremont Historical Park, Inc.**, a nonprofit corporation organized under the laws of the State of South Carolina, (“Friends”) having a mailing address of P.O. Box 982, St. Helena Island, South Carolina 29920; collectively hereinafter referred to as the “Parties”.

WHEREAS, the County is the owner of certain real property in Beaufort County, South Carolina known as the Fort Fremont Preserve (“Property”) by virtue of the general warranty deed recorded in the Beaufort County Register of Deeds in Deed Book 2044 at Page 1468, Deed Book 259 at Page 275 and Deed Book 2958 at Pages 481-488; and

WHEREAS, the County and Friends have previously entered into a Memorandum of Understanding dated April 8, 2019, and is attached hereto and incorporated by reference as “Exhibit A”; and

WHEREAS, this Agreement is supplementary to, and does not supplant the aforementioned Memorandum of Understanding, and is subject to the terms and conditions stated therein; and

WHEREAS, the Parties intend by this Agreement to establish the rights, duties, and obligations in respect to the use of the Property.

NOW, THEREFORE, in consideration of the Property and in consideration of the mutual promises, covenants, terms and conditions set forth herein, the Parties mutually agree as follows:

- 1. DESCRIPTION OF PROPERTY.** All that certain, piece, parcel or tracts of land, with buildings, structures, equipment and improvements known as Fort Fremont Preserve located at 1124 Lands End Road, St. Helena Island, County of Beaufort, State of South Carolina.

- 2. TERM.** The initial term of this Agreement shall cover a period of twelve months (12) months, commencing on the 1st day of July, 2020, and terminating on the 30th day of June, 2021, unless terminated sooner pursuant to the provisions of this Agreement.
 - a. **Renewal.** This Agreement may be extended for four (4) additional one-year periods thereby extending the possible termination date until June 30, 2025 upon the written approval of the Parties. Any renewal shall include the same terms and conditions set forth in the initial term.

- 3. COMPENSATION.** In substitution to a monetary sum, Friends agrees to pay, without demand, to County as rent for the Property, the sum of ZERO AND NO/100 DOLLARS (\$0.00) per month, in exchange for considerations and obligations as outlined heretofore.

4. **HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** County shall be responsible for paying all utility expenses associated with the Property.

5. **HOURS OF OPERATION.** Friends shall be allowed the use of the Property from dawn to dusk, Monday through Sunday. Friends will provide greeters to staff the interpretive center building between the hours of 10:00am and 2:00pm, Fridays and Saturdays, for the term of this Agreement. Any additional interpretive center staffing will be mutually agreed upon by Friends and the County. The general public shall have access and use of the Property from dawn to dusk, Monday through Sunday, and access and use of the interpretive center display rooms during the Friends staffing hours.

6. **OPERATING PLAN.** Friends shall provide to County an Operating Plan at the initial execution of this Agreement. Thereafter, Friends shall provide to County an Operating Plan on or before May 1 of each year for the County to review. The Operating Plan will be made effective from July 1st through June 30th of the following year. The Parties agree to mutually cooperate in the development of the Operating Plan.

- a. **Purpose.** The Operating Plan shall provide the Parties with an overview of the activities and functions scheduled throughout the year, along with any specific groups that may use the Property on a scheduled basis for purposes of education or tourism.
- b. **Activities and Functions.** The Operating Plan shall describe the tourist related activities scheduled throughout the applicable year; including, but not limited to, greeting bus tours, school groups and providing services to tour groups. Additionally, a description of how Friends intends to manage the participants of the said activity or function, and the number of Friends' staff will be present shall be included in the Operating Plan.

7. **USE OF PROPERTY.** The Property shall be used and occupied by Friends exclusively as an historic interpretive facility, and neither the Property nor any part thereof shall be used at any time during the term of this Agreement by Friends for any other purpose than more particularly described herein. Friends shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Property during the term of this Agreement.

- a. **Use Defined.** Use of the Property is more particularly described as follows:

- i. Friends may use the Property for storage of artifacts and/or equipment as approved by the Passive Parks Manager. Any Friends' property such as the diorama, displays, reference material, and electromagnetic media stored on the Property will be the responsibility of the Friends, and the County is not liable for its loss or damage. The County reserves the right to relocate or remove any such artifact and/or equipment in order to meet the needs of the County upon 24-hour notice to the Friends via email, or immediately upon an emergency situation.

ii. Friends is authorized to engage in tourist related activities including, but not limited to, greeting bus tours, school groups and providing services to tour groups, according to terms of the annual Operating Plan, as approved by the County.

iii. Friends is authorized to purchase and sell interpretive, recreational and historic literature and materials to visitors on the Property at its own expense. If Friends pay for the literature and materials, Friends may retain and use the proceeds to pay the costs associated with purchasing and selling the materials. All materials purchased and/or developed by Friends for sale on the Property will receive final approval from the Passive Parks Manager. Friends agree to use any net proceeds to support the Friends non-profit mission.

iv. Friends is authorized to apply for grants as well as seek in-kind and financial donations to support County preservation, promotional, and educational objectives for the Property. Grant applications/proposals will be submitted to the County for approval prior to the application submittal date. Depending on the nature of the grant or donation, the funds may be administered by either Friends or the County as the Parties mutually agree is most appropriate. All solicitations authorized under this provision shall be in accordance with the South Carolina Solicitation of Charitable Funds Act Section 33-56-10 et seq. and other applicable State and Federal law.

v. Friends will greet visitors and provide orientation, talks, and answer questions as described in the annual Operating Plan.

vi. Friends will provide docents, as described in the annual Operating Plan, to lead tours of the Property.

vii. Friends may use the interpretive center conference room for monthly board meetings, free of charge, pursuant to the County's Passive Parks Facility Rental Policy.

viii. Any requested events on the Property, whether County or Friends sponsored or by third-parties, will be coordinated and scheduled by the County through the use of the Passive Parks Facility Rental Policy. Friends will inform the County of any requests for reservation or use that is not already authorized by this Agreement.

County retains management and decision-making authority on the Property including, but not limited to, maintenance, security, repairs, and improvement projects.

b. ***Compliance with Laws.*** Friends shall not make or permit any use of the Property which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the Property by County.

8. CONDITION OF THE PROPERTY. Friends is fully familiar with the physical condition of the Property. County has made no representation in connection with the Property and shall not be liable for any latent defects therein; provided, however, that if such latent defects

render the Property un-useable for the purposes of this Agreement, Friends may at its option, and upon written notice to County, terminate this Agreement.

Friends stipulates that they have examined the Property, including the grounds and all buildings, structures and improvements, and that Friends are fully aware of the conditions of the Property at the time of this Agreement.

9. FRIENDS OBLIGATIONS. Friends agrees and shall maintain the interpretive center on the Property as follows: (1) comply with all obligations primarily imposed by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the Property reasonably safe and clean; (3) dispose from the interpretive center building all garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the Property ; (5) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Property or knowingly permit any person to do so who is on the Property with the Friend's permission or who is allowed access to the Property by Friends; (6) provide notice to the County of any issues on the Property regarding damage or destroyed items; (7) conduct themselves and require other persons on the Property with the Friend's permission or who are allowed access to the Property by Friends to conduct themselves in a manner that will not disturb the public or neighboring property owner's peaceful enjoyment of their Property; (8) dispel or cause to have dispelled from the property any individual(s) who do not have the express authorization or permission to occupy said Property either from Friends or the County; and (9) comply with this Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75.

In addition to the obligations stated above, Friends shall also assist the County in educating visitors about the prohibition of metal detection and shall report the unauthorized use of metal detectors to the County.

10. MAINTENANCE AND REPAIRS. County will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition during the term of this Agreement and any renewal thereof subject to applicable law, the County shall keep and maintain the Property and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Agreement or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to County or Friends negligence) only excepted. County shall have the sole authority on any decision to repair or replace any items. If any repair or replacement is needed that is due to the negligence of the Friends, Friends shall be responsible for the costs of such repairs and/or replacements.

11. ALTERATIONS AND IMPROVEMENTS. Friends and County will mutually agree to a decorating plan for the interpretive center building, including but not limited to placement of the diorama, displays, signage, media and reference materials. Any work done by the Friends or County shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the County prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the County at the end of the Term of this Agreement, unless County has provided written approval to Friends to retain and remove such items. In the event that Friends is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Friends. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Friends agrees to repair any damage to the satisfaction of the County.

12. LOCKS. Friends agrees not to change any locks on any door, mailbox, gate, or otherwise. Should it become necessary, from time to time, for the County to change out any locks on the Property, County will provide notice to Friends and ensure that Friends continues to have uninterrupted access for the remainder of the Term of this Agreement.

13. LOCKOUT. If Friends becomes locked out of the Property, Friends shall contact the County to regain entry.

14. RIGHT OF INSPECTION. County and their agents shall have the unfettered right at all times during the term of this Agreement and any renewal thereof to enter the Property for any reason whatsoever, without notice.

15. INSURANCE. County has obtained insurance to cover liability and fire damage to the Property. Friends must obtain, and annually provide a copy of to the County, a Commercial General Liability Insurance policy with a minimum amount of \$1 million, listing the County as an additional insured, to cover damage or loss resulting from Friend's negligence.

16. QUIET ENJOYMENT / PERMITTED OCCUPANTS. County covenants that upon Friend's performance of the covenants and obligations herein contained, Friends shall peacefully and quietly have, hold, and enjoy the Property for the agreed term. County shall not allow or permit the Property to be occupied for purposes that may injure the reputation, safety, or welfare of the Property. County shall have the right to terminate this agreement should Friends fail to comply with the terms of this provision.

17. SURRENDER OF PROPERTY. At the expiration of the Term of this Agreement, Friends shall quit and surrender the Property in as good state and condition as they were at the commencement of this Agreement, reasonable use and wear thereof excepted.

18. ABANDONMENT. If County's right of entry is exercised following abandonment of the Property by Friends, then County may consider any property belonging to Friends and left on the Property to also have been abandoned, in which case County may keep or dispose of all such property in any manner County shall deem proper and is hereby relieved of all liability for doing so.

19. DEFAULT. In the event that Friends shall default in the observance or performance of any other of Friend's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, County may elect to enter upon said Property and to take possession thereupon, whereupon this Agreement shall absolutely terminate

and it shall be no defense to Friends that previous violations of any covenants have been waived by County either expressly or impliedly. Any such election by County shall not discharge Friend's obligations under this Agreement.

20. TERMINATION. Friends agrees to quit and deliver up the Property peaceably and quietly to County at the expiration or other termination of this Agreement. This Agreement may be terminated by either party prior to the date identified in Section 2, upon sixty (60) days written notice, or upon the occurrence of any default event as set forth in Section 19.

21. INDEMNIFICATION. Friends hereby agrees to indemnify and hold harmless the County against and from any and all claims or property damage, or personal injury, arising out of or with respect to Friend's use of the Property or from any activity, work, or thing done, permitted or suffered by Friends in or about the Property .

22. NOTICES. All official notices as required by this Agreement shall be given in hand or in writing through certified mail addressed to the receiving Party's address shown in the initial paragraph of this Agreement. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service. Additionally, all informal notices by County to Friends, or Friends to County, shall be given in writing through email.

23. OTHER PROVISIONS.

a. ***Independent Parties.*** It is mutually agreed that County is independent of Friends, and as such Friends shall exercise complete control over the actions performed by its employees, volunteers, or contractors. Additionally, the Parties mutually agree that this Agreement is for the sole purpose of the provisions of services set forth in this Agreement and does not establish an agency or employment relationship.

b. ***Mutual Cooperation.*** The Parties shall cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.

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

d. ***Conflicting Terms.*** If the terms of this Agreement conflict with the terms included in any prior agreements, including but not limited to, the Memorandum of Understanding dated April 8, 2019; then terms in this Agreement shall prevail.

e. ***Amendment or Modification.*** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

b. ***Binding Effect.*** This Agreement is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and inured to the benefit of the parties

hereto and may be cancelled, modified, or amended only by written instrument signed by both County and Friends.

c. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

d. **Assignment and Subletting.** Friends shall not assign this Agreement, or sublet or grant any concession of license to use the Property or any part thereof. An assignment, subletting, concession of license, or an assignment or subletting by operation of law, shall be void and shall at County's option, terminate this Agreement.

e. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

f. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

g. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

h. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

i. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

Signature Page to Follow

IN WITNESS THEREOF, the Parties hereto have executed this Facility Use Agreement the day and year first above written.

COUNTY:
Beaufort County

Witness

By: _____
Ashley M. Jacobs, County Administrator

Witness

FRIENDS:
Friends of Fort Fremont Historical Park, Inc.

Witness

By: _____
Name: _____
Its: _____

Witness

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOW, THEREFORE, under the authority of the Community Development Code in Division 5.10.10 Historic Preservation of Historic Properties, the parties agree to the following:

DEFINITIONS

As used throughout this Agreement, the following items shall have meaning set forth below:

“County” shall mean The Beaufort County Government and all departments that fall within the structure of the Beaufort County Council and the Beaufort County Administration.

“Friends” shall mean the Friends of Fort Fremont Historical Park, Inc. or any entity performing services under this Agreement, and shall include all personnel (officers, directors, members, or volunteers) thereof.

“Preserve” shall mean the Fort Fremont Preserve including the land, buildings, and structures that fall within the parcel boundaries.

TERM

The initial term of this Agreement shall cover a period of twelve (12) months commencing on the date entered, unless terminated sooner pursuant to the provisions of the Agreement. The term of this Agreement may be extended for four (4) additional one-year periods upon the written approval of both the County and the Friends.

AUTHORIZATION

The County hereby authorizes the Friends to access and utilize the Preserve, and to provide services to the citizens and visiting public at the Preserve, subject to the terms and conditions stated in the Facility Use Agreement and annual Operating Plan.

MUTUAL SUPPORT

The Friends may use any monies and gifts raised to further support the purposes of the Preserve. The County agrees to use gifts or monies derived from special events held at the Preserve sponsored by the Friends to support the shared mission of the parties.

COMPENSATION

This agreement does not obligate County funds. Any endeavor involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations and procedures. The Friends will provide non-compensated volunteers to the County.

HISTORIC PRESERVATION, SAFETY, MAINTENANCE, UPKEEP AND APPEARANCE

The Friends may use the Preserve to provide interpretive displays, services, assistance, and activities as provided for in the Facility Use Agreement and Operating Plan and as approved by the County.

The following guidelines shall apply:

- a. The County shall be responsible for historic preservation and safety of the Preserve.
- b. The County shall be responsible for all exterior and interior maintenance and repair, for all grounds maintenance, and for janitorial services.
- c. The County shall provide and pay for all utility services necessary for the operation of the Preserve, as determined by the County.
- d. The Friends shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises.
- e. The Friends shall keep the premises reasonably safe and clean by locking the interpretive center upon exiting and disposing of garbage, rubbish, and other waste generated during the Friends use of the Preserve in a clean and safe manner.
- f. The Friends will use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises. Air-conditioning and heating settings will be agreed upon by both parties.
- g. The Friends will not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Friends permission or who is allowed access to the premises by the Friends.
- h. The Friends shall notify the County of any structural/utility problems and/or vandalism.

FISCAL OPERATION

The Friends shall conduct its fiscal operations in accordance with accepted business practices in compliance with IRS mandates for non-profit organizations.

OPERATING PLAN

The Friends shall annually, by December 1, submit to the Passive Parks Manager an Operating Plan for the ensuing calendar year which shall be subject to the approval by the County. The Friends rights under this Agreement are conditioned upon the existence of an approved Operating Plan. The Operating Plan shall include proposed services, activities, events, and/or programs the Friends plan for the Preserve.

ANNUAL REPORT

The Friends shall annually, by March 1, submit to the Passive Parks Manager an Annual Report for the previous year's operation at the Preserve.

APPEALS OF PASSIVE PARKS MANAGER

Any decision of the Passive Parks Manager authorized under this Agreement that affects Friends, may be directly appealed to County Council. An authorized representative of Friends may submit a written request to the County Administrator to appeal a decision of the Passive Parks Manager. Upon receiving a written request for an appeal, the County Administrator shall place the item on the next scheduled County Council meeting that allows for meeting all notice requirements for meetings of public bodies under the South Carolina Freedom of Information Act.

ACCESS TO PREMISES

The County shall have the right of access to any portion of the premises at any time by any of its officers, employees, or agents to ensure compliance with the terms of this agreement, or for any other reason in carrying out its responsibilities for the operation of the Preserve.

The Friends shall have access to the premises to carry out its responsibilities as agreed upon in the Facility Use Agreement and Operating Plan.

ADVERTISEMENT

The Friends shall acknowledge the County in any advertising related to activities undertaken pursuant to this Agreement. Any advertising or display materials shall clearly identify the Preserve or facility as a County Passive Park. The County shall acknowledge the Friends in appropriate publications and announcements, in accordance with County policies and State and Federal law.

AMENDMENTS

This Agreement may not be altered, amended, or waived except by written instrument executed by both parties.

ASSIGNMENT

No transfer or assignment of this Agreement in whole or in part shall be made unless approved in writing by the County.

COMPLIANCE WITH LAWS

In the performance of this Agreement, the Friends shall comply with all applicable federal and state laws, including the IRS, as now in effect or hereafter enacted or amended. Nothing herein shall be interpreted as a waiver by either party of any provision of South Carolina or Federal law.

DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement nor any act of the County and/or the Friends shall be deemed or construed by either of the parties, nor by any third person, to create any other legal relationship between the parties, including, but not limited to, that of employer/employee, third-party beneficiary, principal, agent, limited or general partnership, joint venture, landlord/tenant, or other relationship.

INTELLECTUAL PROPERTY

The Friends retain all intellectual property rights to any material they develop, subject to review and approval by the Passive Parks Manager, unless County funds are used in the development of said material.

TERMINATION

This Agreement may be terminated for convenience by either party with 90 days written notice. The Agreement may be terminated by either party with 30 days written notice for breach of terms. This Agreement will automatically terminate if the Friends lose its tax-exempt 501(c)(3) status. The Facility Use Agreement, as referenced herein, is automatically terminated if this Agreement is terminated.

INSURANCE

Friends shall maintain at all times no less than \$1,000,000 in general liability insurance coverage (each occurrence) and no less than \$2,000,000 general liability insurance in the aggregate. The County shall be named as an additional insured on the Friends insurance policy.

AUTHORITY

The parties herein represent and warrant each to the other that they have all the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement.

WITNESSES:

BEAUFORT COUNTY

Cheryl Harris

Sarah W. B.

[Signature]

[Signature]

By: [Signature]

Name: John Weaver

Title: Interim County Administrator

Date: 3/29/2019

FRIENDS OF FORT FREMONT
HISTORICAL PARK, INC.

By: [Signature]

Name: RODERICK E. KESTING

Title: President Board of Directors

Date: 4/8/2019

Approved as to Form:

By: [Signature]

Name: Thomas J. Keaveny, II

Title: County Attorney

Date: April 2, 2019



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement

Council Committee:

County Council - Natural Resource Committee recommended approval on March 2, 2020

Meeting Date:

March 23, 2020

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

A Joint Ownership and Operating Agreement between the County and BCOLT for Widgeon Point Preserve.

Points to Consider:

With the construction of the new passive park improvements at Widgeon Point Preserve, revisions to the original 2008 Joint Ownership Agreement are necessary. County staff and BCOLT agree to the 2020 Joint Ownership and Operating Agreement as written and the 2008 Joint Ownership Agreement will be terminated.

Funding & Liability Factors:

County will maintain the property and appropriate insurance for constructed structures.
County will retain all revenue from property rental, which will be used towards property maintenance.

Council Options:

1) Approve the 2020 Joint Ownership and Operating Agreement as written; 2) Approve the 2020 Joint Ownership and Operating Agreement with revisions; 3) Do not approve the 2020 Joint Ownership and Operating Agreement

Recommendation:

Approve and authorize the County Administrator to execute the Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement as written.

ORDINANCE 2020/ ____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE
THE WIDGEON POINT PRESERVE 2020 JOINT OWNERSHIP AND OPERATING
AGREEMENT WITH THE BEAUFORT COUNTY OPEN LAND TRUST**

WHEREAS, Beaufort County (“County”) and the Beaufort County Open Land Trust (“BCOLT”) are joint owners of certain real property in Beaufort County, South Carolina known as Widgeon Point Preserve (R600 007 000 0001 0000) on Lemon Island under and by virtue of that certain general warranty deed dated August 23, 2007 and recorded at Deed Book 02616, Pages 1609-1614, Beaufort County, South Carolina recorded (said real property being referred to hereinafter as “Property”); and

WHEREAS, the County is the owner of a 7/8 undivided interest in the Property and BCOLT is the owner of 1/8 undivided interest in the Property; and

WHEREAS, the County and BCOLT previously entered into a joint ownership agreement dated August 26, 2008; and

WHEREAS, the County and BCOLT desire to terminate the aforementioned agreement and enter into the Joint Ownership and Operating Agreement attached hereto and incorporated by reference as “Attachment A”; and

WHEREAS, County Council finds that it is in the best interest of County citizens, residents and visitors to enter into a Joint Ownership and Operating Agreement with BCOLT, which designates shared ownership, intent, operating and maintenance responsibilities between the parties.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement with Beaufort County Open Land Trust, attached hereto as Attachment A and incorporated herein fully as if repeated verbatim.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

3. TERM

The term of this Agreement shall cover a period of twenty-five (25) years, commencing on the entered upon date, unless terminated sooner pursuant to the provisions in this Agreement. The term of this Agreement may be extended for three (3) additional twenty-five (25) year terms upon the mutual agreement and written approval of both the County and BCOLT.

4. USE OF PROPERTY

The Property shall be used as a nature preserve and passive park for passive recreation open to the public; and subject to all applicable County rules and regulations. It is further intended that the Natural Area of the Property, which is generally designated as that area between the interior bridge and the Port Royal Sound and as further shown in "Exhibit B", be restricted from structural improvements, excluding signage, benches and picnic tables, with the remainder of the Property being used for passive park buildings and structures.

a. **Access to Property.** The Property shall be open to the public seven (7) days a week from dawn to dusk. Pursuant to Ordinance 2018/53 Section 91-104, operating hours shall be posted at the Property's designated entrance.

b. **Scheduling of Events.** County shall be responsible for scheduling events and functions on the Property, will maintain a schedule and calendar of such events and shall develop a method of sharing such event information with BCOLT.

c. **Private Functions.** County may offer to rent the Property and/or its facilities, in whole or part, for private functions at a rental rate stipulated by the Passive Park Facility Rental Policy. All revenue generated by the private functions shall be retained by County to be utilized for passive park operations, maintenance and management expenses incurred by County under the terms of this Agreement.

d. **BCOLT Events.** In addition to the events open to the public and private events or functions as provided for above, BCOLT shall be entitled to use the Property for events and functions at no cost to BCOLT. BCOLT events and functions may be scheduled after consultation with County to determine that another event or function is not scheduled on the same time and date. BCOLT shall be responsible for any and all site and grounds set-up and clean-up necessary as the result of any BCOLT event.

5. ROUTINE AND MAJOR MAINTENANCE

County shall be responsible for routine and major maintenance of the Property. Routine and major maintenance shall include but not be limited to grass cutting, debris removal, maintenance and repair of the barns, fences, gates, trails, roads, bridges, and other structures now or hereinafter erected on the Property. County shall also be responsible for paying the utility costs for electricity, water and the portable toilet facility.

BCOLT shall be responsible for coordinating volunteer efforts to assist the County's routine maintenance efforts, upon mutual consent between BCOLT and the County's Passive Parks Manager.

6. MAJOR ALTERATIONS AND CAPITAL IMPROVEMENTS

Any major alterations or capital improvements on the Property shall be mutually agreed to by both Parties and shall be undertaken under the supervision of the County and their policies and procedures. The cost of

such major repairs or capital improvements shall be the County's responsibility. For purposes of this Agreement the term "major alteration" or "capital improvement" shall be deemed to be any alteration or capital improvement having a cost or expense including all labor, materials, permits, and related items totaling in excess of \$2,500.00.

7. INSURANCE

County shall obtain a policy or policies of insurance providing fire insurance protection with extended coverages to include windstorm and hail damage at replacement cost on all buildings and structures on the Property. In addition, County and BCOLT each shall at all times maintain a policy of general liability insurance with limits of liability of at least \$1,000,000.00 per occurrence. All policies of insurance shall identify the County and BCOLT as named insureds.

8. SECURITY AND INSPECTIONS

It shall be the duty of County to assure adequate security is maintained on the Property through the maintenance of the fences and gates and assuring that gates and secured areas are locked when the Property is not in use.

It shall be the duty of BCOLT to adhere to the security plan and measures, as mutually agreed upon by the Parties, and to assure that gates and secured areas remain locked when the Property and/or its structures are not in use.

9. NOTICE

Each party shall give the other notice of any adverse circumstances or situations arising in connection with the use of the Property including notice of any claim or dispute arising from its use. Any such notice including and any other notice necessary or appropriate under this Agreement shall be given as follows:

To BCOLT:	Beaufort County Open Land Trust Attn: Executive Director P.O. Box 75 Beaufort, SC 29901
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To County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901
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10. BREACH OF CONTRACT

If a party to this Agreement determines that the other party is in breach of the terms of this Agreement, the claiming party shall notify the other party of the breach with a First Notice and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such breach with a Second Notice and demand corrective action. If the noticed party fails to cure the breach within sixty (60) days after receipt of the Second Notice, the claiming party may bring an action of law or in equity in a court of competent jurisdiction.

11. TERMINATION

Either party shall have the right to terminate this Agreement for any reason upon six (6) months' prior written notice beginning with the delivery to and acceptance of the designated authority of the other party. In the event either party wishes to terminate this Agreement, the noticing party shall offer to purchase the ownership interest of the other party in the Property based upon a current professional (MAI) appraisal of the Property. The noticed party shall have sixty (60) days to respond to the terminating notice.

BCOLT shall not convey its ownership interest in the Property without express approval of the South Carolina Conservation Bank.

12. OTHER PROVISIONS

a. **Definition of Terms.** For the purpose of this Agreement, all terms, specifically "passive park" and "passive recreation", shall be defined pursuant to Beaufort County Ordinance 2018-53.

b. **Mutual Cooperation.** The Parties shall cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.

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

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

e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement, including the Widgeon Point Joint Ownership Agreement dated August 26, 2008. If there are conflicting terms between this Agreement and any documents merged into this Agreement, this Agreement shall supersede.

f. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

g. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

h. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

i. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that

the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

j. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

k. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

l. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

m. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

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

WITNESSES:

BEAUFORT COUNTY

By: _____
Name: Ashley M. Jacobs
Title: County Administrator

BEAUFORTY COUNTY
OPEN LAND TRUST

By: _____
Name: Kristin Williams
Title: Executive Director

EXHIBIT A

Legal Description

All those certain pieces, parcels or lots of land, situate, lying and being in the Bluffton Township, County of Beaufort, State of South Carolina, being the eastern part of Lemon Island, containing seven (7) parcels of high ground containing 51.28 acres, more or less, together with a portion of a Lake containing 20.74 acres, more or less, all of which is more fully shown on a plat entitled "Boundary Survey of 162.24 Acre Tract, Okatie Highway – S.C. Highway 170, A Section of Widgeon Point, Lemon Island, Okatie, Beaufort County, South Carolina", Prepared for the Trust for Public Land and Beaufort County, Dated July 18, 2007, prepared by Surveying Consultants, Terry G. Hatchell, R.L.S. S.C. No. 11059. For a more complete description as to metes, bounds, courses and distance, reference is made to the above referenced plat which is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 120 at Page 193.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Amendment to Beaufort County Code of Ordinances, Section 74-64, Adoption of Building Codes

Council Committee:

County Council

Meeting Date:

February 24, 2020

Committee Presenter (Name and Title):

Charles Atkinson, Building Codes Director

Issues for Consideration:

Amendment to Beaufort County Code of Ordinances, Section 74-64 is requested to more clearly reflect the specific versions of mandatory codes that are currently enforced in Beaufort County.

Points to Consider:

Requested amendment will better reflect the specific version of state-mandated codes that are enforced in Beaufort County.

Funding & Liability Factors:

None.

Council Options:

Approve, Reject or Modify

Recommendation:

Staff recommendation is for approval.

ORDINANCE 2020/_____

AN ORDINANCE AMENDING THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74—BUILDING AND BUILDING REGULATIONS, SECTION 74-64, ADOPTION OF BUILDING CODES, SUBPARAGRAPH (1) (AMENDS CODE OF ORDINANCES TO ~~ADOPT~~ ADOPT THE 2018 ~~EDITION~~ EDITION OF THE INTERNATIONAL RESIDENTIAL CODE).

WHEREAS, Beaufort County (“County”) adopts the most current building codes as established by the South Carolina Building Code Council pursuant to Ordinance 2018/38; and

WHEREAS, currently Beaufort County applies the 2018 International Building Code pursuant to the established effect dates by the South Carolina Building Code Council of said code; and

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council does hereby amend Section 74-64 of the Beaufort County Code of Ordinances that are highlighted in **RED** shall be added text and lined through shall be deleted text.

Sec. 74-64. – Adoption of building codes.

The regulations of the following standards codes recommended and published in book form and hereby adopted as the regulations governing the construction of buildings and other structures in the county **with effective dates established by the South Carolina Building Code Council**; and it shall be unlawful to erect or construct any building or structure in the county in violation of, or without complying with, these regulations:

~~(1) International Residential Building Code, 2012 Edition, including Chapter 1.~~

~~(2) The International Mechanical Code, the International Energy Conservation Code, the International Plumbing Code, the International Fuel Gas Code, the International Fire Code, and the International Residential Code as published by the International Code Council, Inc. and the National Electrical Code as published by the National Fire Protection Association, the International Existing Building Code, along with amendment(s) as adopted by the South Carolina Building Code Council, shall be considered part of the requirements of this Code and shall serve as the minimum standard for the construction, alteration, use, demolition and removal of buildings or other structures, or any appurtenances connected or attached thereto with effective dates established by the South Carolina Building Code Council. A copy of each of the above codes and amendments as adopted by the South Carolina Building Code Council is hereby made a part of this chapter as fully and completely as if the same were set out herein verbatim.~~

2018 International Building Code with SC modifications, Including Chapter 1

2018 International Residential Code with SC modifications, Including Chapter 1

2018 International Fire Code with SC modifications

2018 International Plumbing Code with SC modification

2018 International Mechanical Code with SC modifications

2018 International Fuel Gas Code with SC modifications

2009 South Carolina Energy Conservation Code with SC modification

2017 National Electrical Code (NFPA 70) with SC modifications

2018 International Existing Building Code

DONE this ____ day of _____ 20____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Loud and obnoxious vehicle noise ordinance

Council Committee:

Community Services Committee 2.3.2020 Approved 5-2-1

Meeting Date:

County Council March 9, 2020

Committee Presenter (Name and Title):

Chris Inglese, Deputy County Administrator

Issues for Consideration:

How to appropriately prevent loud vehicle noises that may be a public nuisance or disruption of the peaceful enjoyment of private or public property.

Points to Consider:

Comments from MCAS and BCSO have been incorporated.

Funding & Liability Factors:

n/a

Council Options:

1) Approve. 2) Amend. 3) Take no action.

Recommendation:

No recommendation from staff.

ORDINANCE 2020/ ____

AN ORDINANCE DECLARING LOUD AND UNNECESSARY VEHICULAR NOISE A PUBLIC NUISANCE AND PROVIDING THAT VIOLATIONS ARE A MISDEMEANOR.

WHEREAS, Beaufort County Council finds and declares that loud, obnoxious, unnecessary or excessive vehicular 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 vehicular noises; and

WHEREAS, loud, obnoxious, unnecessary or excessive vehicular 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 "muscle" cars, modified mufflers, excessively loud speaker systems, and other loud, obnoxious, unnecessary or excessive vehicular 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 vehicular 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 Chapter 70 Traffic and Vehicles by inserting the below Article VI Loud and Unnecessary Noises Declared a Public Nuisance:

Article VI.- Loud and Unnecessary Vehicular Noises Declared a Public Nuisance.

Sec. 101. - Loud and unseemly noise.

- (a) Beaufort County Council finds that loud, obnoxious, unnecessary or excessive vehicular 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 vehicular noise a public nuisance.
- (b) It shall be unlawful for any person to drive, propel or otherwise operate a motorized vehicle in a manner which emits loud and unseemly noise, which willfully disturbs any residence, neighborhood or business in Beaufort County. The prohibition of this subsection shall include operating a motorized vehicle by rapid throttle advancing (revving) of an internal combustion engine resulting in increased noise from the engine.

(c) It shall be unlawful for any person to play, operate or cause to be played or operated any vehicular sound system in such a manner as to be audible, in a loud, obnoxious, unnecessary or excessive way, from any public street or right-of-way.

(d) For the purpose of this Article VI, vehicle noise includes noise from cars, trucks, mopeds, motorcycles, vans, buses, motor scooters, motorized skateboards, and other electric or combustible type engine vehicles. Loud, obnoxious, unnecessary or excessive noise prohibited herein includes, but may not be limited to, noise from engines, mufflers, other mechanical parts, or sounds system associated with a vehicle.

(e) Loud and unseemly noise shall mean, loud, obnoxious, unnecessary or excessive noise which disturbs the peaceful enjoyment of private or public property. Loud and unseemly noise includes but is not limited to any one (1) of the following:

1. Misuse of acceleration or braking power that exceeds tire traction limits, sometimes known as "burn-outs", "burning rubber", "laying down rubber" or "peeling rubber".
2. Excessive acceleration or deceleration while in motion where there is no emergency need.
3. Rapid acceleration by means of quick up shifting of transmission gears with either a clutch or manual transmission or automatic transmission.
4. Rapid deceleration by means of quick downshifting of transmission gears with either a clutch or manual transmission or an automatic transmission.
5. Racing or revving of engines by manipulation of the accelerator, gas pedal, or carburetor in applying fuel to the engine in a greater amount than is necessary whether the vehicle is either in motion or standing still.
6. Operation of the vehicle by intentionally applying unnecessarily excessive acceleration from a stationary position, or unnecessary, deliberate or intentional bursts of acceleration while moving in a nonemergency situation.
7. Operating a motor vehicle (excluding emergency response vehicles as provided below) that exceeds a measured noise level of more than 92 decibels on the decibel meter when measured 20 inches from the exhaust pipe at a 45 degree angle while the vehicle is operating at idle.
8. Operating a motor vehicle of any size and regardless of the year of manufacture in violation of S.C. Code §§ 56-5-5020 and 56-5-5030.
9. Operation of a motor vehicle stereo system or sound system with excessive volume that substantially contrasts with the surrounding ambient noise(s) in a manner so as to disrupt the quiet, peaceful enjoyment of private or public property.

Sec. 102. - Exceptions.

(a) This Article VI 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) The normal sound of motorcycles and mopeds are not a violation of this Article VI unless something additional is contributing to the loud, obnoxious, unnecessary or excessive nature of the noise. For example, a driver excessively, repeatedly, or unnecessarily throttles the engine beyond what is necessary for the purpose of propulsion or the motorcycles parts have been modified to exaggerate the normal sounds of the motorcycle or moped.

(c) 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.

(d) All equipment owned or operated by Federal, State, or local government including emergency response vehicles, law enforcement vehicles, EMS vehicles and Fire District response vehicles shall be exempt from this Article VI.

(e) Motor vehicles used in any permitted events involving motor vehicles including but not limited to parades or car shows, during the permitted times of the events.

Sec. 103. - Enforcement and penalties.

(a) Beaufort County Sheriff’s Office shall be charged with the responsibility of enforcing this Article. All violations of this Article VI 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 VI.

(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 County Magistrate Court, or imprisonment not exceeding 30 days, or both.

(d) *Enforcement factors.* In the enforcement of standards established in this section an enforcement officer may be required to exercise judgment in determining if a particular noise is sufficiently loud or otherwise so offensive that it would unreasonably disturb other persons in the vicinity. The police department or other enforcing agency may make a subjective determination of loud or unseemly noise at the time of the complaint or enforcement. When making such determinations the enforcement officer shall consider the following factors:

- (1) The intensity (sound pressure level) of the noise.
- (2) Whether the nature of the noise is usual or unusual.
- (3) Whether the origin of the noise is natural or man-made.
- (4) The volume and intensity of the background noise, if any.

- (5) The proximity of the noise to residential sleeping facilities
- (6) The nature and zoning of the area within which the noise emanates.
- (7) The time of the day or night along with day of week and time of year the noise occurs.
- (8) The duration of the noise.
- (9) Whether the noise is recurrent, intermittent or constant.
- (10) Any other articulable factor that demonstrates a disturbance of quiet and peaceful enjoyment of public or private property.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

DRAFT

By: _____

Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council.

Chronology

- Third and final reading occurred
- Public hearing occurred
- Second reading occurred
- First reading approval occurred
- Community Services Committee discussion and recommendation to



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution by Council supporting certifications and assurances to the SC Department of Transportation for a State Mass Transit Funds (SMTF) grant

Council Committee:

Executive Committee

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Monica Spells, Assistant County Administrator, Civic Engagement and Outreach

Issues for Consideration:

- Beaufort County intends to apply to SCDOT for a State Mass Transit Funds (SMTF) FY21 grant for a maximum allocation of \$80,000 to assist with ferry transportation services for residents and property owners of Daufuskie Island.
- The County must submit to SCDOT specific certifications and assurances with its application along with an accompanying resolution from County Council; the assurances mirror certifications and assurances that Council approved at its February 10, 2020 meeting supporting the Disabilities and Special Needs Department's application to SCDOT for transit grant funding.

Points to Consider:

- The County has applied to SCDOT for funding to support the ferry program since at least 1994.
- The collaboration between the County and entities such as Daufuskie Island Ferry Services, LLC and Palmetto Breeze Transit in managing operations of this ferry services program is an effort to benefit citizens in need of ferry services in addition to support multi-modal strategies as promoted by the Lowcountry Council of Governments Metropolitan Planning Organization.

Funding & Liability Factors:

- The current ferry operator has a one-year renewal option for July 1, 2020 to June 30, 2021. If successful, the \$80,000 award will become part of the estimated budget for ferry operations.

Council Options:

- Approve or disapprove the resolution.

Recommendation:

- Approve the resolution allowing staff to apply to SCDOT for \$80,000 in SMTF.

RESOLUTION 2020 / _____

A RESOLUTION SUPPORTING CERTIFICATIONS AND ASSURANCES TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN SUPPORT OF BEAUFORT COUNTY'S GRANT APPLICATION FOR STATE MASS TRANSIT FUNDING IN THE AMOUNT OF \$80,000 AND FOR THE COUNTY ADMINISTRATOR TO SIGN ANY ADDITIONAL DOCUMENTS REQUIRED TO RECEIVE FUNDING

WHEREAS, Daufuskie Island ("Island") is a barrier island only accessible by use of water transportation; and

WHEREAS, the County Council of Beaufort County ("Council") and the South Carolina Department of Transportation (SCDOT) have historically provided funds to assist in the transportation of the Island's residents and property owners to and from the mainland since at least 1994; and

WHEREAS, the Council desires to continue assistance in providing opportunities for the Island's residents and property owners to travel to and from the Island in the pursuit of life-sustaining activities, such as employment, medical services, clothing, food, and supplies; and

WHEREAS, the availability of water transportation to the Island is critical, as it is the primary source of transportation for most of the Island's residents and property owners; and

WHEREAS, the Council agrees with the need to submit an application to the SCDOT for a dollar-to-dollar matching grant in the amount of Eighty Thousand Dollars (\$80,000) for ferry services to and from the Island for the residents and property owners of the Island; and

WHEREAS, Beaufort County must submit to SCDOT specific certifications and assurances with its application, as set forth in the attached "Exhibit A" which is incorporated herein by reference, along with an accompanying resolution from the Council; and

WHEREAS, the collaboration between the County and entities such as Daufuskie Island Ferry Services, LLC and Palmetto Breeze Transit in managing operations of this ferry services program is an effort to benefit citizens in need of ferry services in addition to support multi-modal strategies as promoted by the Lowcountry Council of Governments Metropolitan Planning Organization; and

WHEREAS, the Council is aware of the provisions of Federal Transit Administration (FTA) program fund requirements for each application it makes to the State of South Carolina for federal and/or state funding and wishes to authorize the Beaufort County Administrator to file an application with the SCDOT on behalf of the County for federal and/or state funding to assist in providing community transportation services; and

WHEREAS, if this application is approved, the Council wishes to resolve that Beaufort County will provide the required match for the capital, operations and administrative charges, the necessary insurance coverage as required under the agreement, and all necessary local match for operating losses; and

NOW, THEREFORE, BE IT RESOLVED, Beaufort County Council agrees to comply with all applicable FTA and SCDOT program statutes and regulations, directives, certifications and assurances to carry out the project as described in the application attached herewith.

Council authorizes the Beaufort County Administrator to complete, execute, and file an application with the SCDOT on behalf of the County for federal and/or state funding to assist in providing community transportation services, and to provide applicable certifications and assurances, and sign additional documents required for the receipt of funding.

Council resolves that the County will provide the required match for the capital, operations and administrative charges, the necessary insurance coverage as required by the grant, and all necessary local match for operating losses; whereby the aforementioned requested funds have been previously approved as part of the Beaufort County budget.

Council resolves that the County will comply with all Federal Transportation Administration and SCDOT Program statutes and regulations directives, certifications and assurances to carry out the transportation program described in the application for funding.

ADOPTED this _____ day of _____, 2020

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

SFY2020-21
(FFY2020)
LEGAL & AUTHORIZING SIGNATURES

Office of Public Transit
Signature of Authorization Form
REQUIRED OF ALL APPLICANTS

Agency Name: County Council of Beaufort County, SC	Telephone: 843-255-2026 Web Address: www.beaufortcountysc.gov
Primary Mailing Address/City/State/Zip: PO Drawer 1228, Beaufort, SC 29901	Secondary Address/City/State/Zip: 100 Ribaut Road, Beaufort, SC 29902
Federal ID Number: 57-600311	DUNS: 0807753310000

Contractual Agreements

Shown below are original signatures of individuals authorized to sign contractual agreements for this agency.

Ashley Jacobs
Name:
Title: **County Administrator**
Email: ashley.jacobs@bcgov.net
Phone: 843-255-2026

proposed

Print or Type Name, Title & Email

Original Signature and Date

Name:
Title:
Email:
Phone:

Print or Type Name, Title & Email

Original Signature and Date

Name:
Title:
Email:
Phone:

Print or Type Name, Title & Email

Original Signature and Date

SFY2020-21
(FFY2020)
LEGAL & AUTHORIZING SIGNATURES

Authorization to Access Electronic System

Shown below are original signatures of individuals authorized to access the Office of Public Transit electronic system(s) to initiate and approve documents for this agency.

Preparers:

Monica Spells
Name: Assistant County Administrator
Title:
Email: mspells@bcgov.net
Phone: 843-255-2354

Print or Type

Original Signature and Date

Name:
Title:
Email:
Phone:

Print or Type Name, Title & Email

Original Signature and Date

Name:
Title:
Email:
Phone:

proposed

Print or Type Name, Title & Email

Original Signature and Date

Approvers:

Ashley Jacobs
Name: County Administrator
Title:
Email: ashley.jacobs@bcgov.net
Phone: 843-255-2026

Print or Type Name, Title & Email

Original Signature and Date

Name:
Title:
Email:
Phone:

Print or Type Name, Title & Email

Original Signature and Date

SFY2020-2021
(FFY2020)
LEGAL & AUTHORIZING SIGNATURES

(Required of all Subrecipients of funding administered by SCDOT OPT)

RESOLUTION BY BOARD OF DIRECTORS TO APPLY FOR FUNDING

The County Council of Beaufort County, South Carolina
(agency)

is aware of the provisions of Federal Transit Administration (FTA) program fund requirements for each application it makes to the state of South Carolina for Federal and/or State funding and hereby authorizes the Beaufort County Administrator *(*authorized representative)* of Beaufort County, SC *(Agency)* to file application with the South Carolina Department of Transportation (SCDOT) on behalf of Beaufort County, SC *(agency)* for federal and/or state funding to assist in providing community and/or human services transportation services. If this application is approved:

- (1) The Council resolves that Beaufort County, SC *(agency)* will provide the required match for the capital, operations and administrative charges, the necessary insurance coverage as required under the agreement, and all necessary local match for operating losses; and
- (2) The Council agrees to comply with all FTA and SCDOT Program statutes and regulations, directives, certifications and assurances to carry out the project as described in the application.

****Note that Authorized Representative and Witness MUST be 2 separate individuals (2 different names).***

APPROVED AND ADOPTED

This 23 day of March, 2020.

*

Signature of Attesting Witness

Sarah Brock

Printed Name of Attesting Witness

Signature of Chairperson

Stewart H. Rodman

Printed Name of Chairperson

(Required of all Subrecipients of funding administered by SCDOT OPT)

ATTORNEY'S CERTIFICATION
FOR
APPLICANT TO APPLY FOR FUNDING

I have examined the (charter, articles of incorporation, enabling legislation, etc.) under which

Beaufort County, SC _____ (agency) is legally eligible to apply for funding under

Federal Transit Administration statutes and regulations, directives, certifications and assurances. It is my opinion that

Beaufort County, SC _____ (agency) can legally enter into contracts with the State of South

Carolina for the purpose of carrying out the proposed program(s) and meets the eligibility requirements of funded grant programs.

proposed

Signature of Attorney

W. Kurt Taylor

Printed Name of Attorney

March 23, 2020

Date

*South Carolina SFY2019-2020***FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS****(Required of All 5310/5311/5339 or other FTA Fund Applicants / Subrecipients)**Name of Applicant: Beaufort County, SCThe Applicant agrees to comply with applicable provisions of Groups 01 – 21. OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	
02.	Lobbying.	
03.	Private Sector Protections.	
04.	Rolling Stock Reviews and Bus Testing.	
05.	Demand Responsive Service.	
06.	Intelligent Transportation Systems.	
07.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	
08.	Transit Asset Management Plan and Public Transportation Agency Safety Plan, and State Safety Oversight Requirements.	
09.	Alcohol and Controlled Substances Testing.	
10.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	
11.	State of Good Repair Program.	
12.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	
13.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	X
14.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	
15.	Rural Areas and Appalachian Development Programs.	
16.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	
17.	State Safety Oversight Grant Program.	
18.	Public Transportation Emergency Relief Program.	
19.	Expedited Project Delivery Pilot Program.	
20.	Infrastructure Finance Programs.	
21.	Construction Hiring Preferences.	

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

(Required of All 5310/5311/5339 or other FTA Fund Applicants / Subrecipients)

AFFIRMATION OF APPLICANT

Name of the Applicant: Beaufort County, SC

Name and Relationship of the Authorized Representative: Ashley Jacobs

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2019, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2019.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: March 23, 2020

Name Ashley Jacobs
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Beaufort County, SC

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: March 23, 2020

Name W. Kurt Taylor
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

LOCAL MATCH IDENTIFICATION FOR FTA PROGRAM FUNDING

County Council of Beaufort County, SC

(Legal Name of Applicant)

SMTF

Program (e.g., 5311, 5339, SMTF, 5310)*

Eligible Expense	Total Amount	Federal Share	SCDOT Share	Estimated Local Share
Administration	\$ <u>5400</u>	\$ _____ (80%)	\$ _____	\$ _____
Operations	\$ _____	\$ _____ (50%)	\$ <u>80000</u>	\$ <u>370000</u>
Capital (Non- ADA or CAA)	\$ _____	\$ _____ (80%)	\$ _____	\$ _____
Capital (ADA & CAA)	\$ _____	\$ _____ (85%)	\$ _____	\$ _____
Planning & Technical Assistance	\$ _____	\$ _____ (80%)	\$ _____	\$ _____
Mobility Management	\$ _____	\$ _____ (80%)	\$ _____	\$ _____
TOTAL	\$ <u>5400</u>	\$ _____	\$ <u>80000</u>	\$ <u>370000</u>
	Funding Request	Federal Share	Estimated SCDOT Share	Estimated Local Share

The estimated total Local Match will be available from the following sources*:

<u>Source of Local Share</u>	<u>Amount</u>
<u>Beaufort County, SC</u>	\$ <u>370000</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

*Cash fares are not considered a source of local match.

TOTAL \$ _____

**complete a single local match form for each project award (e.g.: one for small urban 5310 and one for rural 5310)*

I, the undersigned representing (legal name of agency) Beaufort County, SC do hereby certify to the South Carolina Department of Transportation that the required estimated local match for the requested Federal and/or State administered program, which has a period of performance of **July 1, 2020** – **June 30, 2021**, will be available by **July 1**. In kind match must be an allowable expense under the program and value documented for audit/compliance review.

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

March 23, 2020

Date

**SFY2020-21
PROGRAM SIGNATURE DOCUMENTS**

**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT (22)

(Required of All 5310/5311/5339 or other FTA Fund Applicants / Subrecipients)

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, or Line of Credit) for a specific Award authorized by:

- Federal transit laws, 49 U.S.C. chapter 53, as amended, by the following:
 - The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015,
 - The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and other authorizing legislation to be enacted, and
 - The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.
- Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2016.
- Title 23, United States Code (Highways).
- Other federal legislation FTA administers, as FTA so determines.

Purpose of the Master Agreement

This FTA Master Agreement contains the standard terms and conditions governing the administration of the Project that FTA has financed with Federal assistance (funds or funding) awarded through an Underlying Agreement with the Recipient, which can take the form of any:

1. FTA Grant Agreement, including an FTA Grant Agreement for a Tribal Transit Program Project,
2. FTA Cooperative Agreement, or
3. FTA Transportation Infrastructure Finance Innovation Act (TIFIA) Loan, Loan Guarantee, or Line of Credit.

The general terms and conditions contained in Federal Transit Administration's Master Agreement shall be followed subject to any additions, revisions or modifications required by FTA, SCDOT and/or State of South Carolina. Any violation of a requirement in the Master Agreement applicable to the Subrecipient or this project may result in penalties to the violating party. Requirements that do not apply to Subrecipients or this project will not be enforced.

Acknowledgement of FTA Master Agreement:

Signature _____ Date: March 23, 2020
Authorized Representative of Applicant

Title: Ashley M. Jacobs, County Administrator

SFY2020-21

PROGRAM SIGNATURE DOCUMENTS

FFY2017 FTA Master Agreement (22) language is contained in a separate document

FFY2017 FTA Certifications and Assurance language is contained in a separate document

proposed

PROGRAM SIGNATURE DOCUMENTS

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING
APPLIES TO ALL APPLICANTS

I, Ashley M. Jacobs, County Administrator

(Name and title of authorized official)

hereby certify to the South Carolina Department of Transportation, on behalf of _____
Beaufort County, SC that:

(Name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (11/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at Title 2 USC section 1601: et seq.)).
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

March 23, 2020

Date

PROGRAM SIGNATURE DOCUMENTS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS—
PRIMARY COVERED TRANSACTIONS

APPLIES TO ALL APPLICANTS

The Applicant/Subrecipient under this FTA project

Beaufort County, SC

(Name of Agency)

certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and have not, within a three year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default;
- (d) Have not, within a three year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

Subrecipient will review the U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(a) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- 1. Will comply with Federal debarment and suspension requirements, and
- 2. Reviews the "System for Award Management (SAM)" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200

(If the applicant/subrecipient is unable to certify to any of the statements in this certification, such Grantee shall attach an explanation to this certification).

THE APPLICANT/SUBRECIPIENT,

Beaufort County, SC

(Name of Agency)

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF TITLE 49 CFR PART 29 AND FTA CIRCULAR 2015.1 ARE APPLICABLE THERETO.

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

March 23, 2019

Date

PROGRAM SIGNATURE DOCUMENTS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER-TIER COVERED TRANSACTIONS**

APPLIES TO ALL APPLICANTS

The Applicant/Subrecipient under this FTA project Beaufort County, SC
(Name of Agency)

certifies to the best of its knowledge and belief, that it and its prospective lower-tier participants:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (b) if the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.
- (c) that subrecipient will review the “System for Award Management (SAM)” at <https://www.sam.gov>, to ensure that lower-tier participants are not debarred or suspended, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200

THE APPLICANT/SUBRECIPIENT,

Beaufort County, SC

(Name of Agency)

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF TITLE 49 CFR PART 29 AND FTA CIRCULAR 2015.1 ARE APPLICABLE THERETO.

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

March 23, 2020

Date

PROGRAM SIGNATURE DOCUMENTS

TITLE VI PROGRAM REPORT

APPLIES TO ALL APPLICANTS

Reporting Period: July 1, 2018 – Present

Legal Name of Applicant: County Council of Beaufort County, SC

I certify that to the best of my knowledge that no complaints or lawsuits alleging discrimination have been filed against the applicant during the reporting period.

OR

The following Title VI complaints or lawsuits alleging discrimination have been filed with the applicant during the reporting period:

Complainant Name/Address/Telephone Number	Date	Description	Contacted SCDOT Title VI Office? (Y/N) and Date	Status/Outcome

(Attach an additional page if required.)

I certify that to the best of my knowledge that the statement above is true and correct for the requested reporting period.

Signature/Title of Authorized Representative
Ashley M. Jacobs, County Administrator
Printed Name/Title of Authorized Representative

March 23, 2020
Date

**STATEMENT
REGARDING THE MAXIMUM UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)
APPLIES TO ALL APPLICANTS**

To the extent authorized by applicable Federal law and regulation, the applicant agrees to facilitate, and assures that each Third Party Participant will facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project.

THE APPLICANT expresses its commitment to use SCDOT Certified DBEs in all aspects of contracting to the maximum extent feasible. The goals will be set and incorporated into your grant agreement.

THE APPLICANT or its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that certified DBEs have the maximum opportunity to compete for and perform contracts.

THE APPLICANT will make every effort to locate certified DBEs and purchase materials and services for use in the applicant's grant. THE APPLICANT shall document the steps it intends to take and has taken to obtain DBE participation.

THE APPLICANT is advised that should they find responsible and responsive certified DBEs from which they can purchase these materials or services it will then ensure and affirm that the DBE firm is eligible to receive payment through this grant agreement. SCDOT will make available names of DBEs, that they have certified, that have the capability to furnish these materials (published as the [SCDOT Unified DBE or SBE Directory](#)).

All bidders, proposers and contractors will receive notice of THE APPLICANT'S commitment to the DBE through mail-outs and pre-bid notifications. DBE participation will be a factor in awarding contracts and will be monitored during the performance of the contract.

The APPLICANT is responsible for submitting DBE quarterly reports to SCDOT as required for all applicable Federal programs administered and awarded by SCDOT. Supporting documentation for DBE quarterly reports shall be retained by the applicant for a period of three (3) years following closeout of the contract.

Failure to carry out the requirements set forth in 49 CFR Part 26 shall constitute a breach of contract and, after the notification to FTA and the SCDOT Office of Public Transit, may result in termination of the grant agreement by SCDOT or such remedy as SCDOT deems appropriate.

Signature of Authorized Official

March 23, 2020

Date

County Administrator

Title of Authorized Official

DBE GOOD FAITH EFFORTS CERTIFICATION**APPLIES TO ALL APPLICANTS**

This is to certify that in all purchase and contract selections the Applicant is committed to and shall make good faith efforts to purchase from and award contracts to Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

- Write a letter to Certified DBEs in the service area to inform them of purchase or contract opportunities;
- Document telephone calls, emails and correspondence with or on behalf of DBEs;
- Advertise purchase and contract opportunities on local TV Community Cable Network;
- Request purchase/contract price quotes/bids from DBEs;
- Monitor newspapers for new businesses that are DBE eligible;
- Encourage interested eligible firms to become SCDOT certified. Interested firms should contact the SCDOT Office of Business Development and Special Programs (DBE Program Development Unit);
- Consult [SCDOT Unified DBE or SBE Directory](#). A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this Directory at
- Other efforts: Describe: _____

Documentation of all good faith efforts shall be retained by the applicant for a period of five (5) years.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts of:

Beaufort County, SC

Agency Name

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

March 23, 2020

Date

APPLIES TO ALL APPLICANTS**Other Provisions****ETHICS ACT**

By submitting an application, the Applicant certifies that they have and will comply with, and have not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

QUALIFICATION OF APPLICANT

To be eligible for award of a contract, a prospective recipient of State funds must be responsible. In evaluating an Applicant's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Applicant must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that an Agency is ineligible to receive an award. S.C. Code Section 11-35-1810.

QUALIFICATIONS – REQUIRED INFORMATION

In order to evaluate an Applicant's responsibility, the Applicant may, at the request of SCDOT, submit the following information or documentation for itself and any subcontractor, if the value of subcontractor's portion of the work exceeds 10% of the Operating expenses:

- (a) Include a brief history of the Applicant's experience in providing work of similar size and scope.
- (b) Applicant's most current financial statement, financial statements for your last two fiscal years, and information reflecting your current financial position. If you have audited financial statements meeting these requirements, you must provide those statements. [Reference Statement of Concepts No. 5 (FASB, December, 1984)]
- (c) List of failed projects, suspensions, debarments, and significant litigation.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a)(1) By submitting an Application, Applicant certifies, to the best of its knowledge and belief, that-

(i) Applicant and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Applicant has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Applicant/Subrecipient shall provide immediate written notice to SCDOT if, at any time prior to contract award, Applicant/Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Applicant/Subrecipient is unable to certify the representations stated in paragraphs (a) (1), Applicant/Subrecipient must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Applicant/Subrecipient's responsibility. Failure of the Applicant/Subrecipient to furnish additional information as requested by the State may render the Applicant/Subrecipient non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Applicant/Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Applicant/Subrecipient knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, SCDOT may terminate the contract resulting from this solicitation for default.

SUBCONTRACTOR – IDENTIFICATION

If you intend to subcontract with another business for any portion of the work/project and that portion exceeds 10% of your Operating expenses, your application must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors.

DRUG AND ALCOHOL TESTING. Applicants or subrecipients that receive only Section 5310 program assistance are not subject to FTA's drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR part 382).

Section 5310 recipients and subrecipients that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program.

An FTA compliant testing program, as required by the receipt of FTA operating or capital funding (5307, 5309, 5311), may be used for Section 5310 employees; there is no need to have separate testing programs. Employees of a subrecipient of Section 5310 funds from a state or designated recipient of another FTA program (e.g., 5307 or 5311) should also be included in the designated recipient's testing program.

DRUG-FREE WORKPLACE

The Drug-Free Workplace Act of 1988, as well as Section 44-107-30, S.C. Code of Laws (1976), as amended, requires all grantees receiving grants from any federal or state agency to certify they will maintain a drug-free workplace.

BUDGET ADJUSTMENTS

(1) Method of Adjustment. Any adjustment in the contract price shall be consistent with the awarded Contract Scope/Project; Is dependent upon the availability of SCDOT-Administered SMTF; and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Subrecipient:

- (a) by agreement on a fixed budget adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit costs specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the project scope or modification or subsequently agreed upon; or
- (d) in such other manner as the parties may mutually agree;

(2) Submission of Financial or Cost Data. Upon request of SCDOT, the Subrecipient shall provide reasonably available factual information to substantiate that the budget adjustment is reasonable and consistent with the provisions of Section 11-35-1830.

Beaufort County, SC

Agency Name

Signature/Title of Authorized Representative

Ashley M. Jacobs, County Administrator

Printed Name/Title of Authorized Representative

March 23, 2020

Date

End of Program Signature Documents

proposed



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Olsen Tract Lease Agreements for Grazing Fields and Dwelling Unit

Council Committee:

County County Council

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

The 2016 lease agreement with Mr. and Mrs. Olsen expired on December 15, 2019. Staff have negotiated two new lease agreements with Mr. and Mrs. Olsen and the dwelling unit Occupants.

Points to Consider:

As per the Olsen Tract Purchase Agreement dated December 4, 2016, the County and the Olsens entered into a 3-year lease agreement, which expired December 15, 2019. The Olsens and the dwelling unit Occupants would like to enter into new lease agreements, which provide 4 annual extensions beyond the first year term. The Olsens will be leasing 2 grazing fields and associated barns for their 1 horse and 2 donkeys. The dwelling unit Occupants will be leasing the dwelling unit and associated barn for their residential use.

Funding & Liability Factors:

\$500/month (\$6,000/year) revenue for the dwelling unit lease agreement
\$100/month (\$1,200/year) revenue for the field grazing lease agreement
County will be responsible for any maintenance and repairs over \$2,500

Council Options:

1) Approve the two lease agreements as written, 2) Approve the two lease agreements with revisions, 3) Do not approve the two lease agreements

Recommendation:

Approve and authorize the County Administrator to execute the two lease agreements as written.

ORDINANCE 2020/ _____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE TWO LEASE AGREEMENTS ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS A PORTION OF TMS#R600 013 000 0005 0000, R600 013 000 003C 0000, AND R600 008 000 003F 0000

WHEREAS, Beaufort County owns 100.10 acres of real property (“Property”) known as R600 013 000 0005 0000, R600 013 000 003C 0000, and R600 008 000 003F 0000 located on the east side of Okatie Highway/Highway 170 and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 15, 2016, in Book 3537 Pages 2869-2875; and

WHEREAS, pursuant to the original Property Purchase Agreement dated December 4, 2016 between Beaufort County and Mr. and Mrs. Olsen, the County agreed to enter into a lease agreement with the Olsens on a portion of the Property for the purposes of housing a caretaker and grazing and maintaining 1 horse and 2 donkeys for three (3) years; and

WHEREAS, the lease agreement between the parties dated December 15, 2016 expired on December 15, 2019; and

WHEREAS, the County, the Olsens and the Olsen’s caretaker wish to enter into new lease agreements beginning December 16, 2019 through December 15, 2020 and including up to four (4) possible annual extensions upon mutual agreement, attached hereto and incorporated by reference as “Attachment A” and “Attachment B”; and

WHEREAS, pursuant to Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, Council approval, an ordinance, and public hearing are required for the lease of any public land; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution of the lease agreements to Mr. and Mrs. Olsen, Mr. Newton and Ms. McMillan.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL duly assembled, does hereby authorize the new lease agreements beginning December 16, 2019 and terminating on December 15, 2020 with up to four (4) possible annual extensions upon mutual agreement to Mr. and Mrs. Olsen, Mr. Newton and Ms. McMillan for a portion of the property known as the Olsen Tract, as attached hereto and incorporated by reference as Attachment A and Attachment B.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Chronology:

Third Reading

Second Reading

Public Hearing

First Reading

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this ____ day of _____, 2020, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Edwin R. Olsen and Sue Shrank Olsen**, with a mailing address of 1 Heffalump Rd., Okatie, South Carolina 29909, hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

1. DESCRIPTION OF LEASED PREMISES. All that certain, piece, parcel or tracts of land, with improvements known as the Olsen Tract, located in Okatie, County of Beaufort, State of South Carolina consisting of an approximate three (3) acre fenced field and barn adjacent to the dwelling unit and an approximate three (3) acre fenced field and barn adjacent to the Tenants private residence, which is a portion of the real property with TMS No. R600 013 000 003C 0000 and further shown in the highlighted portions of the surveys attached hereto and incorporated by reference as "Exhibit A" ("Premises").

2. TERM. The initial term of this Lease shall cover a period of twelve months (12) months, commencing on the 16th day of December, 2019, and terminating on the 16th day of December 2020, unless terminated sooner pursuant to the provisions of this Lease.

The Tenant shall have four (4) consecutive options to renew the twelve (12) month term of this Lease, with the final termination date of December 16, 2024. To exercise the option to renew, Landlord shall notify Tenant in writing no later than sixty (60) days prior to the expiration of the then current term of this Lease and request Tenant's renewal confirmation.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the Premises, the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per month, in exchange for considerations and obligations previously negotiated between the Parties and as outlined heretofore.

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the term of occupancy.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the Premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease. Tenant stipulates that they have examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively for the housing, care and grazing of 1 horse and 2 donkeys and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than the housing, care and grazing of 1 horse and 2 donkeys. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the term of this Lease.

a. **Storage.** The Tenant shall not store any personal items or equipment on Landlord's property, unless it is directly needed for the care of the allowable livestock, which will then be appropriately stored and secured within the leased barn structure(s). The Tenant shall not be permitted to store any hazardous or dangerous materials on the leased premises, without prior written consent by the Landlord

8. HOURS OF OPERATION. Tenant shall be allowed the use of the Premises 24-hours a day, Monday through Sunday for the term of this Lease. The general public, through the Beaufort County Passive Parks Program, shall not be restricted from entering the surrounding property owned by Landlord but will be restricted from accessing the Premises and appropriate signage will be installed by the Landlord prior to the property being accessible to the public.

9. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct themselves and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the property any individual(s) that do not have the express authorization or permission to occupy said premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75.

In addition to the obligations stated above, Tenant shall also be responsible for: (1) one hundred percent (100%) maintenance of Heffalump Road as Tenants ingress/egress for vehicular and pedestrian traffic; (2) one hundred percent (100%) maintenance of the two (2) barns associated with the Premises; and (3) fifty percent (50%) maintenance of the Heffalump Road bridge accessing the property.

Tenant shall provide a manure management plan to the Landlord's Passive Parks Manager within sixty (60) days of the Term start date of this Lease.

10. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Tenant shall not allow or permit the Premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision after written notice of breach specifying the Tenant breach and a failure of Tenant to cure the breach within a thirty (30) day period.

11. MAINTENANCE AND REPAIRS. Tenant will, at their sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Lease and any renewal thereof subject to applicable law, the Tenant shall keep and maintain the Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to conduct major repairs and/or replacements of the appliances and structural components of the barn, major repairs/replacements being any repairs/replacements costing in excess of \$2,500.00 each, and being not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

In addition to the obligations stated above, the Tenant is responsible for (1) mowing the edge of their private fence line (24 inch maximum width on Landlord's property); (2) mowing the roadside edge of Heffalump Road (24 inch maximum width through Landlords' property); (3) mowing or grazing the two (2) leased fields; and (4) mowing no more than one (1) acre surrounding the pond on Landlords' property, which is located adjacent to the Tenants private property. Any changes, improvements, renovations or property management to the Premises, including the fields, barns or Landlord's property, must be submitted in writing by the Tenant to the Landlord for approval prior to the commencement of the requested action.

12. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the interior of the two (2) barns on the Premises, but shall not construct any other structures on the Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

a. ***Obstruction to Landlord's Property.*** The Tenant shall not construct any gate or obstruction on the portion of Heffalump Road that traverses Landlord's property.

12. LOCKS. Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease. The Tenant shall provide the Landlord's Passive Parks Manager with a code or key to each locked gate or door on the leased premises for use in emergency situations.

13. LOCKOUT. If Tenant becomes locked out of the premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet or grant any concession of license to use the property, Premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Lease.

15. RIGHT OF INSPECTION. Landlord and its agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the surrounding property for any reason whatsoever. Landlord and its agents shall have the right from dawn to dusk during the term of this Lease and any renewal thereof to enter the leased Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the leased Premises. No notice will be required for access or entry upon the Landlord's surrounding property or in emergency situations.

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the two (2) barn buildings themselves and liability insurance which does not cover Tenant's livestock, possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less

than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

17. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the Premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Premises.

18. HOLDOVER BY TENANT. Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

19. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Lease is or has become a month-to-month Lease.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Lease.

20. SURRENDER OF PREMISES. At the expiration of the Lease Term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof excepted.

21. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

22. ABANDONMENT. If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

23. TERMINATION. Tenant agrees to quit and deliver up the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in Section 2 above upon the occurrence of any default event as set forth in Paragraph 21.

24. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the Parties; is binding upon

and inured to the benefit of the Parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

25. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

26. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand, express mail, or in writing through certified mail addressed to Tenant at the leased premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

27. OTHER PROVISIONS.

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

b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement.

c. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

d. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

e. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

f. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

g. **Captions.** The section headings appearing in this Agreement are for convenience of

reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

i. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

j. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

Signature Page to Follow

IN WITNESS THEREOF, the Parties hereto have executed this Lease Agreement the day and year first above written.

LANDLORD:
Beaufort County

Witness

By: _____
Ashley M. Jacobs, County Administrator

Witness

TENANTS:

Witness

Edwin R. Olsen

Witness

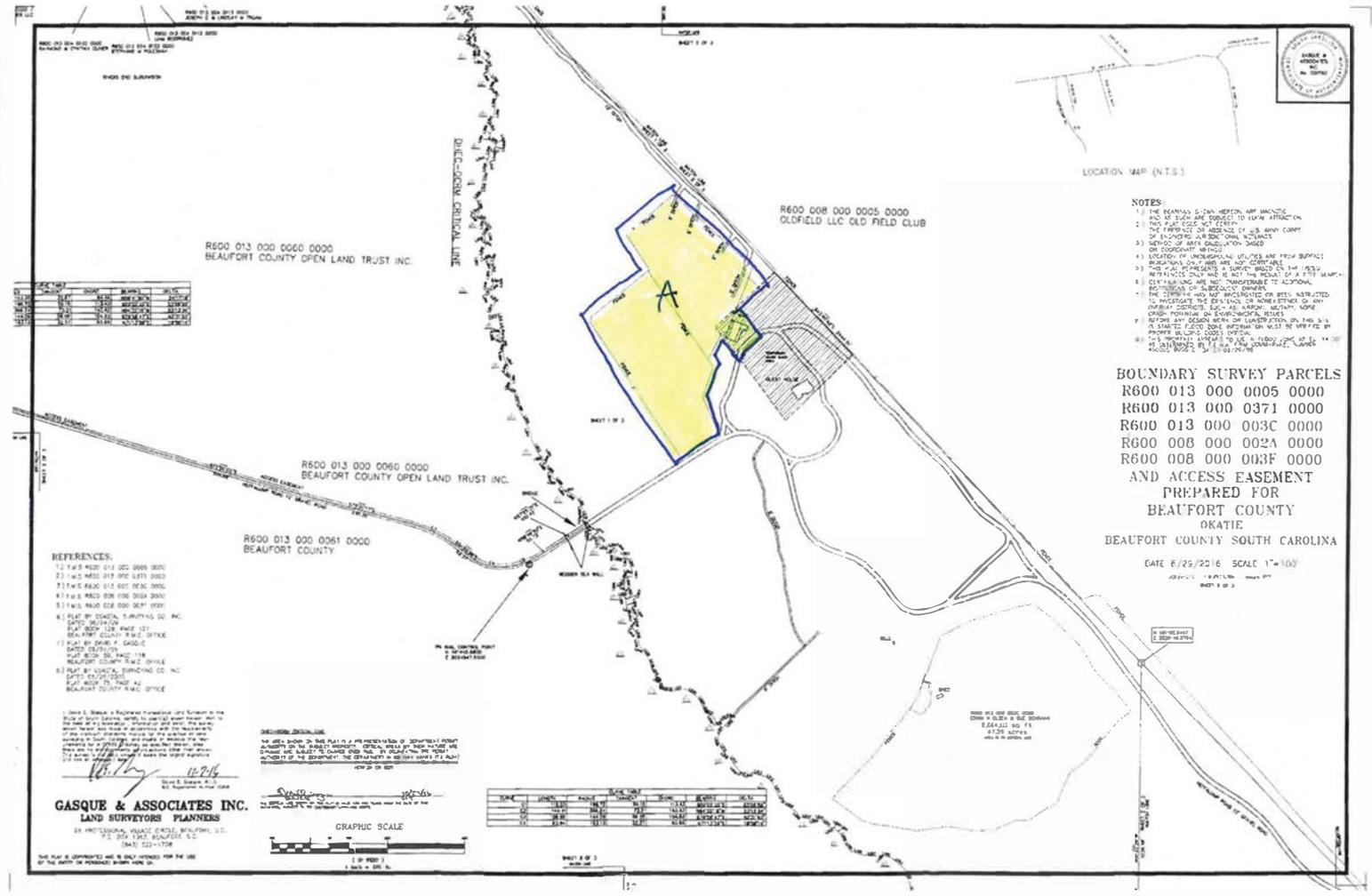
Witness

Sue Schrank Olsen

Witness

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Exhibit A





FOOT	INCHES	FEET	POUNDS	TONS	MINUTES	SECONDS
1	12	1	16	2000	60	60

- NOTES:**
- 1) THE BOUNDARIES SHOWN HEREIN ARE BASED UPON THE RECORDS OF THE BEAUFORT COUNTY CLERK'S OFFICE AND ARE SUBJECT TO LOCAL APPLICABLE LAWS AND ORDINANCES.
 - 2) THIS SURVEY DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
 - 3) THE BOUNDARIES SHOWN HEREIN ARE BASED UPON THE RECORDS OF THE BEAUFORT COUNTY CLERK'S OFFICE AND ARE SUBJECT TO LOCAL APPLICABLE LAWS AND ORDINANCES.
 - 4) THE LOCATION OF UNDERGROUND UTILITIES AND FRESH SURFACE WATERS HAS BEEN RESEARCHED AND IS SHOWN AS BEST KNOWN TO THE SURVEYOR.
 - 5) THE LOCATION OF BOUNDARIES IS BASED ON THE LATEST AVAILABLE AERIAL PHOTOGRAPHS AND IS NOT THE RESULT OF A FIELD SEARCH.
 - 6) DISTANCES ARE NOT TRANSMITTED TO ADJACENT PARCELS OR SURVEYED CORNERS.
 - 7) THE SURVEYOR HAS NOT BEEN ADVISED OF ANY DEEDS, EASEMENTS, OR OTHER INTERESTS IN THE PROPERTY AND IS NOT RESPONSIBLE FOR ANY SUCH INTERESTS.
 - 8) BEFORE ANY DEEDS ARE RECORDED ON THIS SITE, THE SURVEYOR MUST BE ADVISED OF ANY SUCH INTERESTS BY THE PROPERTY OWNER.
 - 9) THIS SURVEY IS BASED ON THE RECORDS OF THE BEAUFORT COUNTY CLERK'S OFFICE AND IS NOT A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

- 1) P.L. 11-13-2016 013 000 0005 0000
 - 2) P.L. 11-13-2016 013 000 0371 0000
 - 3) P.L. 11-13-2016 013 000 003C 0000
 - 4) P.L. 11-13-2016 008 000 002A 0000
 - 5) P.L. 11-13-2016 008 000 003F 0000
- PLAT BY: GASQUE & ASSOCIATES, INC.
 BEAUFORT COUNTY, SOUTH CAROLINA
 SURVEYOR LICENSE NO. 11000
 DATE: 8/29/2016
 P.L. 11-13-2016 013 000 0005 0000
 BEAUFORT COUNTY CLERK'S OFFICE

BEAUFORT COUNTY, SOUTH CAROLINA

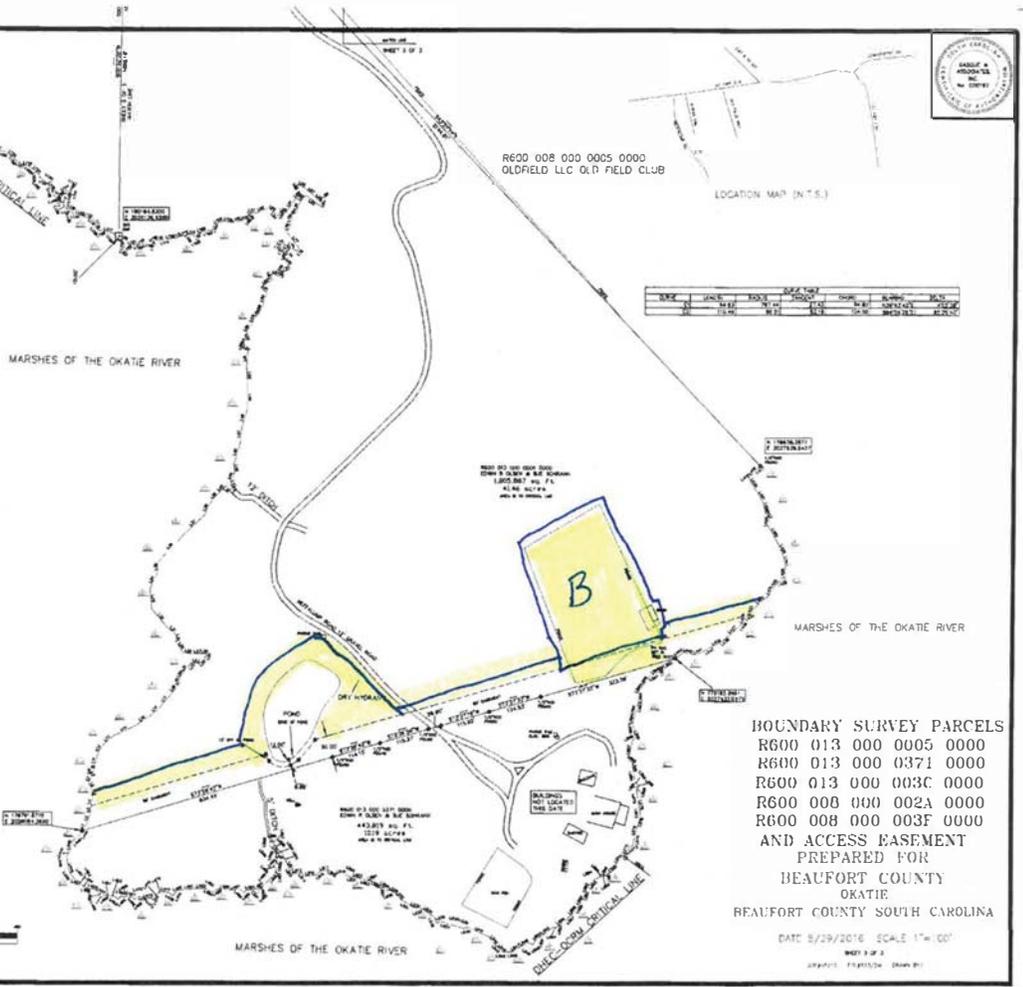
I, **Gasque & Associates, Inc.**, a limited liability company, do hereby certify that the above is a true and correct copy of the original survey plat as recorded in the Beaufort County Clerk's Office on the date and at the place hereinabove stated.

[Signature] 8/29/2016

GASQUE & ASSOCIATES INC.
 LAND SURVEYORS PLANNERS

28 PROFESSIONAL VILLAGE EMBELL, BEAUFORT, SC
 P.O. BOX 1000, BEAUFORT, SC 29902-1000
 (843) 322-1700

THIS PLAN IS APPROVED AND IS BEING RECORDED FOR THE USE OF THE OFFICE OF RECORDS SOUTH CAROLINA.



- BOUNDARY SURVEY PARCELS**
- R600 013 000 0005 0000
 - R600 013 000 0371 0000
 - R600 013 000 003C 0000
 - R600 008 000 002A 0000
 - R600 008 000 003F 0000
- AND ACCESS EASEMENT
 PREPARED FOR
 BEAUFORT COUNTY
 OKATIE
 BEAUFORT COUNTY SOUTH CAROLINA**

DATE 8/29/2016 SCALE 1"=100'

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this ____ day of _____, 2020, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, **Edwin R. Olsen, Sue Schrank Olsen, Leanna McMillan, and Chris Newton**, with a mailing address of 1 Heffalump Road, Okatie, South Carolina 29909, hereinafter collectively referred to as "Tenant".

Whereas Landlord leases to Tenant the following described Premises:

1. DESCRIPTION OF LEASED PREMISES. All that certain, piece, parcel or tracts of land, with improvements known as the Olsen Tract, located in Okatie, County of Beaufort, State of South Carolina consisting of an approximate one (1) acre area consisting of a single family residential dwelling unit, associated yard and adjacent barn, which is a portion of the real property with TMS No. R600 013 000 003C 0000 and further shown in the highlighted portion on that survey attached hereto and incorporated by reference as "Exhibit A" ("Premises").

2. TERM. The initial term of this Lease shall cover a period of twelve months (12) months, commencing on the 16th day of December, 2019, and terminating on the 16th day of December, 2020, unless terminated sooner pursuant to the provisions of this Lease.

a. Renewal. The Tenant shall have four (4) consecutive options to renew the twelve (12) month term of this Lease, with the final termination date of December 16, 2024. To exercise the option to renew, Landlord shall notify Tenant in writing no later than sixty (60) days prior to the expiration of the then current term of this Lease and request Tenant's renewal confirmation.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the Premises, the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per month, in exchange for considerations and obligations as outlined heretofore.

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the term of this Lease.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the Premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that they have examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a single family residential dwelling unit and neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a single family residential dwelling unit. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises, during the term of this Lease.

a. Pets/Animals. Tenant is permitted two (2) dogs on the Premises, which must be secured at all times within the dwelling unit, the dwelling unit fenced yard, or the associated fenced barn field. Tenant's dogs must be leashed and under control at all times when unconfined from the dwelling unit or barn yards. At no time are dogs allowed to roam freely on the Landlord's property.

b. Storage. Tenant shall store and secure any and all personal property within the confines of the dwelling unit and/or its associated barn. Tenant's personal property is not permitted to be stored outside on the Landlord's property. Tenant shall not be permitted to store any hazardous or dangerous materials on the Premises without prior written consent by the Landlord.

8. HOURS OF OPERATION. Tenant shall be allowed the use of the Premises 24-hours a day, Monday through Sunday for the term of this Lease. The general public, through the Beaufort County Passive Parks Program, shall not be restricted from entering the property surrounding the Premises generally known as the Olsen Tract, but will be restricted from accessing the Premises and appropriate signage will be installed by the Landlord prior to the property being accessible to the public.

9. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so who is on the premises with the Tenant's permission or who is allowed access to

the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's, neighboring property owner's, or Landlord's peaceful enjoyment of the surrounding passive park property; (8) dispel or cause to have dispelled from the Premises any individual(s) that do not have the express authorization or permission to occupy said Premises either from the Tenant or the Landlord; and (9) comply with the Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75.

In addition to the obligations stated above, Tenant shall also be responsible for any and all (1) interior maintenance of the dwelling unit and associated barn; (2) maintenance of the exterior fencing of the dwelling unit yard, barn and associated livestock field; and (3) mowing and landscape maintenance of the dwelling unit yard.

10. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the premises or the surrounding property owned by Landlord. Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision after written notice of breach specifying the Tenant breach and a failure of Tenant to cure the breach within a thirty (30) day period.

11. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. Landlord shall be responsible for all exterior maintenance of the dwelling unit and associated barn, including the roofs. It shall be the responsibility of the Landlord to conduct major repairs and/or replacements of the appliances and the structural components of the dwelling unit and associated barn, major repairs/replacements being any repairs/replacements costing in excess of \$2,500.00 each, and being not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such major items unless the Premises are rendered uninhabitable through no fault of the Tenant, in which case the repairs or replacements must be completed by Landlord. If, in the opinion of the Landlord, such repair or replacement or inhabitation is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

12. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at their expense, to improve the décor and appearance of the interior of the dwelling unit and associated barn on the Premises, but shall not construct any other structures on the Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Term of this Lease unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

12. LOCKS and KEYS. Tenant agrees not to change any locks on any door, mailbox, gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Term of this Lease. Tenant shall provide the Beaufort County Passive Parks Manager with a key to each locked gate or door on the Premises for use in emergency situations.

13. LOCKOUT. If Tenant becomes locked out of the Premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet or grant any concession of license to use the Premises or any part thereof. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Lease.

15. RIGHT OF INSPECTION. Landlord and its agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the surrounding property for any reason whatsoever. Landlord and its agents shall have the right from Monday to Sunday between 8:00am and 5:00pm during the term of this Lease and any renewal thereof to enter the Premises for any reason whatsoever; however, Landlord shall not enter the single-family residence on the Premises without giving Tenant 48 hours' prior notice. No notice will be required for access or entry upon the Landlord's surrounding property or in emergency situations.

16. INSURANCE. Landlord has obtained insurance to cover fire damage to the dwelling unit and barn and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$100,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

17. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the Premises or from any activity, work, or thing done, permitted or suffered by Lessee in or about the Premises.

18. HOLDOVER BY TENANT. Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

19. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Lease is or has become a month-to-month Lease.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least thirty (30) days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Lease.

20. SURRENDER OF PREMISES. At the expiration of the Lease Term, Tenant shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

21. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

22. ABANDONMENT. If Landlord's right of entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

23. TERMINATION. Tenant agrees to quit and deliver up the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above upon the occurrence of any default event as set forth in Paragraph 21.

24. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the Parties; is binding upon and inured to the benefit of the Parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

25. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

26. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through hand delivery, express mail, or certified mail addressed to Tenant at the Premises, or to such other address as Tenant may from time to time give to Landlord for this purposes, and all notices by Tenant to Landlord shall be given in hand, express mail, or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

27. OTHER PROVISIONS.

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

b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement.

c. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

d. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

e. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

f. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

g. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

i. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

j. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

Signature Page to Follow

IN WITNESS THEREOF, the Parties hereto have executed this Lease Agreement the day and year first above written.

LANDLORD:
Beaufort County

Witness

By: _____
Ashley M. Jacobs, County Administrator

Witness

TENANTS:

Witness

Edwin R. Olsen

Witness

Witness

Sue Schrank Olsen

Witness

Witness

Chris Newton

Witness

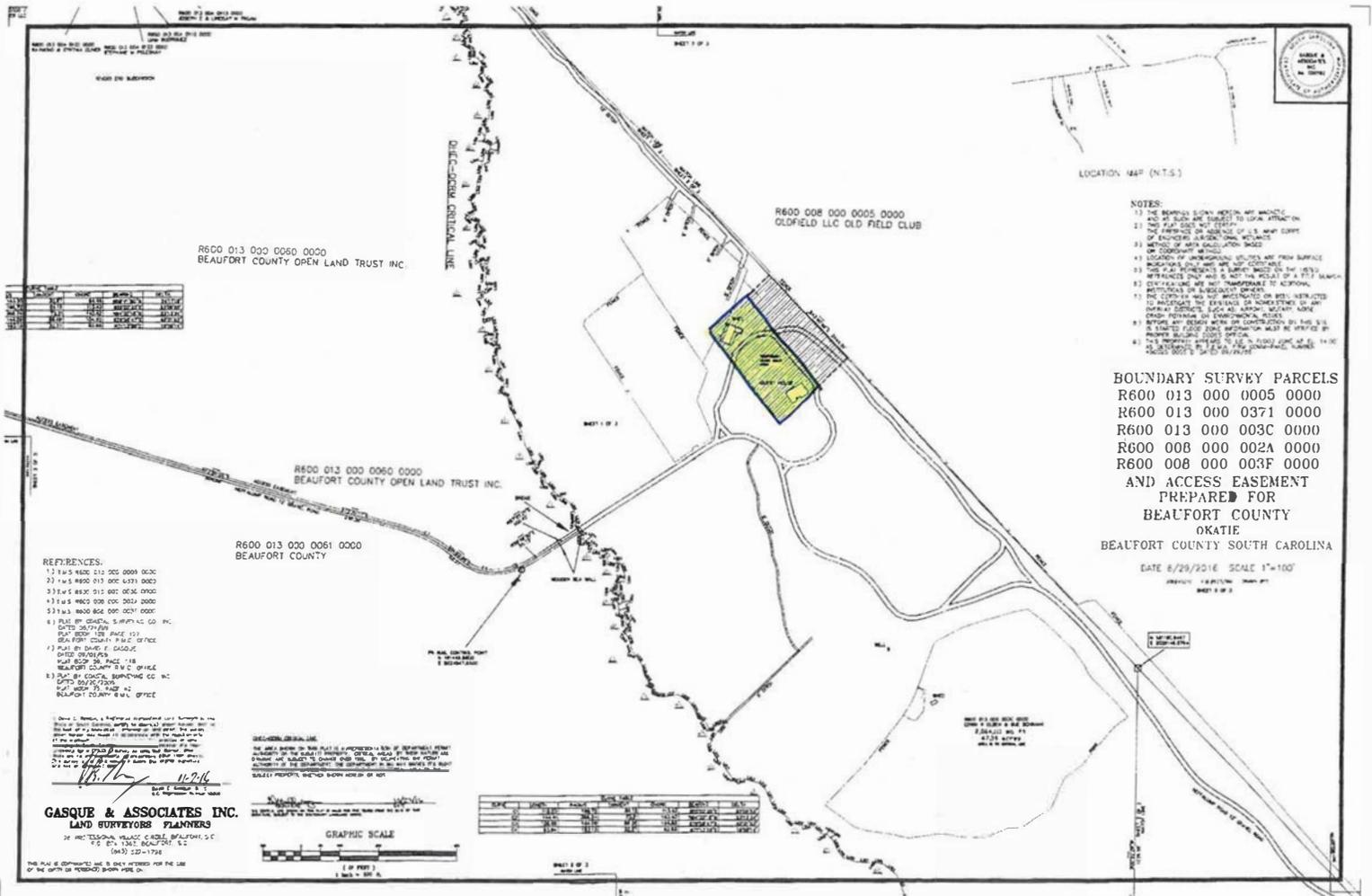
Witness

Leanna McMillan

Witness

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Exhibit A





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Local ATAX and HTAX Grant Awards

Council Committee:

County Council

Meeting Date:

March 23, 2020

Committee Presenter (Name and Title):

Hayes Williams, Finance Director

Issues for Consideration:

Each year, Beaufort County awards grant funds from available Accommodations Tax and Hospitality Tax collections. For the 2019-2020 award cycle, the County instituted an online application process; from October 1 through December 31, 2019, applications were accepted from local entities. During that timeframe, twenty (20) applications were received, including three (3) from Beaufort County Departments. The total award requests totaled \$2,850,883.00.

Points to Consider:

County staff reviewed and scored the applications; the results are included on the attached spreadsheet along with award recommendations.

Funding & Liability Factors:

Available funds as of June 30, 2019 for making awards are as follows:
20010011 - Local Accommodations Tax: \$1,800,000
20020011 - Local Hospitality Tax: \$2,200,000
Total Funds: \$4,000,000

Council Options:

Approve staff recommendations as provided
Suggest edits to award amounts

Recommendation:

Approve the award of local accommodations tax and local hospitality tax as proposed.

ORDINANCE NO. 2020/ ____

AN ORDINANCE TO APPROPRIATE GRANT AWARDS TO LOCAL ENTITIES FROM THE COUNTY'S LOCAL (3%) ACCOMMODATIONS TAX AND LOCAL HOSPITALITY TAX COLLECTIONS FOR THE YEAR ENDING JUNE 30, 2019.

WHEREAS, Beaufort County Council (“County Council”) is authorized to utilize Local Accommodations Tax (“Local A-Tax”) and Local Hospitality Tax Funds (“Local H-Tax”) for limited tourism-based purposes described in Beaufort County Code Ordinance Sec. 66-44 and Sec. 66-534; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-44(b) states “authorization to utilize any funds from the ‘County of Beaufort, South Carolina, Local Accommodations Tax Account’ shall be by ordinance duly adopted by the County Council; and

WHEREAS, Beaufort County Code Ordinance Sec. 66-534(b) states “authorization to utilize any funds from the ‘County of Beaufort County, South Carolina, Hospitality Tax Account,’ shall be by ordinance duly adopted by the County Council”; and

WHEREAS, Beaufort County (“County”) initiated a formal grant application process, and accepted applications from local entities from October 1, 2019 through December 31, 2019 to receive grant funds from those locally collected Local A-Tax and Local H-Tax; and

WHEREAS, County staff received twenty (20) applications and has reviewed and scored each application for the purpose of making 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 Local (3%) Accommodations Tax and Local Hospitality Tax Funds as set forth in the attached Exhibit A.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah Brock, Clerk to Council

Chronology:

Third and Final Reading

Public Hearing

Second Reading

First Reading

County Council of Beaufort
Local Atax Htax Awards
2019-2020

Revised 02/25/2020

Applying Organization	Amount Requested	Htax or Atax	If Atax Proper Category	Project Description	Was Application Complete?	Score	Project Awarded?	Award Amount	Staff Recommendation
Beaufort Area Hospitality Association	\$ 10,000	Atax	Reserve	Print advertising across SC, GA and NC as well as social media marketing	Yes	85	Yes	\$ 10,000	Award full amount
Beaufort Area Hospitality Association	\$ 10,000	Atax	Reserve	Advertising and promotion - Radio and TV Marketing of event	Yes	85	Yes	\$ 10,000	Award full amount
Beaufort County Black Chamber of Commerce	\$ 55,000	Atax	Reserve	African Fashion Week 2020	Yes	50	Partial	\$ 13,500	Advertising in budget was only item to fit criteria
Beaufort County Black Chamber of Commerce	\$ 65,000	Atax	Reserve	Gullah Christmas 2020	Yes	50	Partial	\$ 11,700	Advertising in budget was only item to fit criteria
Beaufort County Black Chamber of Commerce	\$ 55,000	Atax	Reserve	Kentucky Derby 2020	Yes	50	Partial	\$ 11,700	Advertising in budget was only item to fit criteria
Beaufort County Black Chamber of Commerce	\$ 35,000	Atax	Reserve	Southeast Regional Business Summit	Yes	50	Partial	\$ 11,700	Advertising in budget was only item to fit criteria
Beaufort County Heritage Tourism Corporation	\$ 270,000	Htax	N/A	Operations costs to get organization up and running	No	0	No	\$ -	Project does not meet criteria of atax or htax expenditures; Marketing Plan not included; Tourism Impact vague. They requested \$90,000 per year for three years.
Beaufort County Open Land Trust	\$ 25,000	Htax	N/A	Capers Creek Access Purchase for Reconstruction Era National Park	Yes	85	Yes	\$ 25,000	Award full amount
Beaufort County Open Land Trust	\$ 272,268	Htax	N/A	Port Royal Island Battlefield Property Purchase	Yes	0	No	\$ -	It appears that the Battlefield will become Beaufort County property. There is a building located on the property that would require maintenance or demolition as well as the general maintenance of the 12.16 acres.
Beaufort County - Engineering Department	\$ 43,785	Htax	N/A	Demolition of existing structures at County-owned Camp St. Mary's	No	0	No	\$ -	Demolition does not fit the criteria of atax or htax expenditures. Engineering needs to come back with a planned passive park that can be used by local residents and tourists.
Beaufort County - Public Works	\$ 196,000	Htax	N/A	CC Haigh Landing Improvements	Yes	100	Yes	\$ 196,000	Award full amount
Beaufort County - Engineering Department	\$ 160,000	Htax	N/A	Spanish Moss Trail Planning	Yes	100	Yes	\$ 160,000	Award full amount
Bluffton Historical Preservation Society	\$ 10,000	Htax	N/A	Heyward House Museum and Welcome Center Improvements	Yes	95	Yes	\$ 10,000	Award full amount
Campbell Chapel Community Development	\$ 165,000	Htax	N/A	Planning for restoration of Campbell's Historic Chapel	Yes	85	Yes	\$ 140,000	Award partial amount; reduction due to cost of a professional fundraiser, which does not fit atax or htax criteria
Coastal Discovery Museum	\$ 792,880	Htax	N/A	Planning and Design of New Museum	Yes	85	No	\$ -	Finance Committee voted not to fund at this time due to timing considerations.
Daufuskie Marsh Tacky Society	\$ 65,000	Htax	N/A	Construction of Facilities for Marsh Tacky Society	Yes	40	No	\$ -	The property in question is owned by Beaufort County. We need clarification for what can be placed on the property. We were unclear of the tourism draw to stables. Voted by finance committee to change Maybe to No.
Friends of Hunting Island	\$ 65,000	Htax	N/A	Virtual Lighthouse in Museum	Yes	100	Yes	\$ 65,000	Award full amount
Greater Beaufort - Port Royal CVB	\$ 51,950	Htax	N/A	Feasibility Study	No	0	No	\$ -	This project does not fit within the criteria of items to be awarded by atax or htax revenues.
Historic Port Royal Foundation & Museum	\$ 4,000	Atax	Reserve	Partial salary for marketing duties and purchase of promotional materials	Yes	80	Partial	\$ 1,000	This amount represents the marketing related materials; the cost of a marketing director does not fit with atax or htax criteria.
Port Royal Sound Foundation	\$ 500,000	Htax	N/A	Construction of a multi-purpose pavilion next to the Maritime Center in Okatie	Yes	80	Yes	\$ 500,000	Award full amount
Total Requested	\$ 2,850,883			Total Awarded				\$ 1,165,600	



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability And Jurisdiction – Exemptions To Address County Public Service Uses

Council Committee:

County Council

Meeting Date:

March 9, 2020

Committee Presenter (Name and Title):

Eric Greenway, AICP, Director, Community Development Department

Issues for Consideration:

The aim of this amendment is allow the County to provide necessary services in any zoning district with the requirement that County Council provide notification and hold a public hearing and approve such a use. The purpose of this amendment is to provide greater flexibility for the county government to respond to public safety and service needs throughout the county where these needs warranted.

Points to Consider:

Whether this zoning amendment is needed to assist County government in responding to public safety and service needs throughout the county where these needs are warranted.

Funding & Liability Factors:

N/A

Council Options:

Approve or Deny

Recommendation:

Staff recommends approval of the text amendment as submitted. This project was reviewed by the Natural Resources Committee at their February 3, 2020 meeting. They unanimously approved forwarding the amendment to County Council for first reading.



MEMORANDUM

To: Natural Resources Committee, Beaufort County Council
From: Robert Merchant, AICP, Deputy Community Development Director
Subject: Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability And Jurisdiction – Exemptions To Address County Public Service Uses
Date: January 13, 2020

STAFF REPORT:

A. BACKGROUND:

Case No. ZTA 2020-01
Applicant: Beaufort County Staff
Proposed Text Change: Text Amendment To The Community Development Code (CDC): Article 1, Section 1.3.50 Applicability and Jurisdiction – Exemptions to Address County Public Service Uses

B. SUMMARY OF REQUEST:

Beaufort County Staff is requesting an amendment to Article 1, Section 1.3.50 of the Community Development Code (CDC) to provide an exemption for Public Service Uses. The aim of this amendment is allow the County to provide necessary services in any zoning district with the requirement that County Council provide notification and hold a public hearing and approve such a use. The purpose of this amendment is to provide greater flexibility for the county government to respond to public safety and service needs throughout the county where these needs warranted.

The request was presented before the BC Planning Commission on Monday, January 6, 2020. By a vote of 6:2, the Text Amendment passed with the following stipulation: “limiting action when warranted by extreme conditions or emergency situations only, as deemed by County Council.”

2020 /

TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): ARTICLE 1,
SECTION 1.3.50 APPLICABILITY AND JURISDICTION – EXEMPTIONS TO ADDRESS
COUNTY PUBLIC SERVICE USES

WHEREAS, added text is highlighted in yellow and deleted text is struck through.

Adopted this _____ day of _____, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stu Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Sarah W. Brock, Clerk to Court

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

- Chronology
- Third and final reading occurred (Date) / Vote ???
 - Public hearing occurred (Date)
 - Second reading occurred (Date) / Vote ???
 - First reading occurred (Date) / Vote ???
 - Natural Resources Committee discussion and recommendation to adopt the resolution occurred _____ /
Vote ???

Division 1.3: Applicability and Jurisdiction

1.3.10 General Applicability

The provisions of this Development Code shall apply to the development of all land within unincorporated Beaufort County unless it is expressly exempted by a specific section or subsection of this Development Code.

1.3.20 Application to Governmental Units

- A. The provisions of this Development Code shall apply to development by the County or its agencies and departments, or on land owned or otherwise controlled by the County.
- B. To the extent allowed by law, the provisions of this Development Code shall also apply to development by any city, town, state, or federal government or its agencies, departments, or corporate services, or on land owned or otherwise controlled by a city, town, state, or federal government.

1.3.30 Appropriate Development Permits or Approvals Required

No development shall occur without the development permits or approvals appropriate for the development, as set forth in this Development Code.

1.3.40 Compliance with Development Code Required

No land shall be developed without full compliance with the provisions of this Development Code and all other applicable county, state, and federal standards.

1.3.50 Exemptions

- A. The provisions of this Development Code shall not require formal subdivision of land as a result of actions taken by the State of South Carolina and its political subdivisions to acquire land or interests in land for public right-of-way and easements.
- B. County Council, public utilities, or County agencies may be exempt from the provisions of this Development Code when an emergency exists such that it is impossible to submit to the normal procedures and standards of this Development Code and quick and instant action is necessary to secure the public health, safety, or welfare. The County Council shall ratify such exemption after the fact at its next regularly scheduled meeting, and shall base its ratification on specified findings of fact related to the emergency involved.
- C. A public utility or public infrastructure installation (water, sewer, roads, gas, stormwater, telephone, cable, etc.) is exempt from the standards of this Development Code, except:
 - 1. Thoroughfare standards, in Division 2.9 (Thoroughfare Standards);
 - 2. Wetland standards, in Section 5.11.30 (Tidal Wetlands), and Section 5.11.40 (Non-Tidal Wetlands);
 - 3. River Buffer standards, in Section 5.11.60 (River Buffer);
 - 4. Tree Protection standards, in Section 5.11.90 (Tree Protection);

5. Stormwater management standards, in Section 5.12.30 (Stormwater Standards);
 6. Utility standards, in Section 4.1.210 (Regional (Major) Utility);
 7. Wireless communication facilities standards, in Section 4.1.320 (Wireless Communications Facility).
 8. Historic Preservation standards, in Division 5.10 (Historic Preservation).
- D. The Department of Defense shall be exempt from the standards of this Development Code.
- E. The paving of dirt roads are deemed not to constitute "development" and shall be exempt from the standards of this Development Code if the action meets one of the following conditions:
1. Existing County maintained dirt roads which are improved and/or paved as part of Beaufort County's Dirt Road Paving Program as set forth in Beaufort County Policy Statement 15 and Policy Statement 17;
 2. Private dirt roads with adequate existing Stormwater conveyance systems where the project is not related to a pending or proposed development of adjacent land, and the proposed paving meets the Thoroughfare Construction Specifications in Section 2.9.80. Private dirt roads without adequate existing Stormwater conveyance systems will be required to construct a conveyance system per the County's Stormwater Best Management Practices (BMP) Manual but will not be required to meet the Effective Impervious Values in Table 5.12.30.A or provide Retention/Detention Facilities.

F. County public service uses. Due to the unique nature of certain county public service uses and the need to locate these uses in certain areas of the county irrespective of prevailing zoning district regulations, Beaufort County may establish in any zoning district any public service use authorized to county government by S.C. Code § 4-9-30, as amended, or any other statute or law of the State of South Carolina; provided that all public service uses meet the following requirements:

1. The use shall meet the applicable requirements in Article 5 (Supplemental to Zones) of the Community Development Code.
2. Public hearing for county public service uses. Prior to the granting of a zoning compliance for county public service uses, a site plan in accordance with standards contained herein must be submitted and approved, and the Beaufort County Council will hold a public hearing on the matter at least 15 days' notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. Based on the hearing and probable impact of such uses on contiguous uses and conditions, the Council may elect to deny the request in favor of a more acceptable site elsewhere.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE conveying real property (right of way) from Beaufort County to SCDOT - For the Boundary Street Renovation Project

Council Committee:

County Council March 9, 2020

Meeting Date:

Approved by PFC on February 18, 2020

Committee Presenter (Name and Title):

Patty Wilson, Beaufort County Right of Way Manager

Issues for Consideration:

Beaufort County acquired certain Rights-of-Way in connection with the Boundary Street Renovation Project along US 21 between S-234 (Neil Road) including the intersection of SC Highway 170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road).

Points to Consider:

The Boundary Street Renovation project began in December of 2015 and the Ribbon Cutting for the final project was observed in June of 2018. Rights of Way acquired for the project need to be transferred and included with SCDOT Rights of Way of US Route 21 and SC Route 170.

Funding & Liability Factors:

2006 approved Transportation Sales and Use tax referendum and Federal Highway Administration. Need to convey to SCDOT to reduce liability to County.

Council Options:

Convey the land or not to convey the land

Recommendation:

Convey the land to SCDOT

ORDINANCE NO. 2020/ _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM BEAUFORT COUNTY TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE BOUNDARY STREET RENOVATION PROJECT

WHEREAS, in 2006, Beaufort County voters approved an ordinance authorizing the imposition of a Transportation Sales and Use Tax to finance transportation-related projects in Beaufort County; and

WHEREAS, the Transportation Sales and Use Tax funds and Federal Highway Administration funds were used for the acquisition of certain real property; and

WHEREAS, Beaufort County now owns certain real properties along US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road) that were obtained with funds from the 2006 Transportation Sales and Use Tax and Federal Highway Administration; and

WHEREAS, the area the County now wishes to convey to South Carolina Department of Transportation (SCDOT) is generally demonstrated on the attached **Exhibit A** and more particularly described in the Limited Warranty Deed Title to Real Estate formally granting the real properties to the SCDOT; and

WHEREAS, Beaufort County believes that it is in the best interests of its citizens to forever relinquish any claim of right it may have over the properties along US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road) and convey these lands to the SCDOT.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council does hereby authorize the County Administrator to execute the necessary documents to convey to the South Carolina Department of Transportation the properties along US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road) as shown on the attached **Exhibit A** and more particularly described in the attached Limited Warranty Deed Title to Real Estate.

DONE this ____ day of _____ 20____.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading
Public Hearing
Second Reading
First Reading

Exhibit A

Highway 21 Boundary Street Renovation Project Transfer Deed to SCDOT

Exhibit A

Prepared without the benefit of title exam by:
The Law office of Resnick & Louis
PC 146 Fairchild Street, Suite 130
Charleston, South Carolina, 29492

THE STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

LIMITED WARRANTY DEED
TITLE TO REAL ESTATE
Approximate Survey Station

Road/Route.....US 21/SC170
File.....07.036939A
Item.....
Project.....
PIN.....

301+25.42 to 372+00.00 Left & Right
US Route 21 (Boundary Street)

99+59.26 to 109+01.26 Left & Right
SC Route 170 (Robert Smalls Parkway)

WHEREAS, the Beaufort County acquired certain rights-of-way in connection with the Boundary Street Renovation Project along US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road).

WHEREAS, the Beaufort County wishes to convey these rights-of-way to the South Carolina Department of Transportation.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that **Beaufort County**, a political subdivision of the State of South Carolina, P.O. Drawer 1228, Beaufort, SC 29901-1228 (“Grantor”), in consideration of the sum of **Ten and No/100 (\$10.00) Dollars** to it in hand paid and before the sealing of these presents by the **South Carolina Department of Transportation, Columbia, South Carolina (“Grantee”)**, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all those certain real properties of the Grantor in fee simple along **US 21 between S-234 (Neil Road) including the intersection of SC Highway170 and US 21 (Business) and continuing on US 21 (Business) until SC 281N (Ribaut Road).**, State and County aforesaid, and identified in plans prepared by Thomas and Hutton, 50 Park of Commerce Way, P.O. Box 2727, Savannah, GA 31402-2727 entitled “Proposed Plans for Beaufort County US 21 Business (Boundary Street) improvements,” and dated January 23,2013.

SPECIAL PROVISIONS: The above consideration is for all that certain parcel of land containing 2.973 acres, more or less, and all improvements thereon, if any, owned by the County of Beaufort, shown as “Area[s] of Acquisition” on Exhibits A-G, attached hereto and made part hereof. This being the entire property acquired from Fred E. Bazemore, Jr. and Linda S. Bazemore, 24 SF, by deed dated May 28,2013 and recorded April 28, 2014 in Deed Book 3317, Page 2027 in the records of the ROD Office for Beaufort County, designated as **Tract 1**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126C 0000; and

From Sevequity, a South Carolina Partnership, 436 SF, by deed dated June 20, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2030 in the records of the ROD Office for Beaufort

County, designated as **Tract 2**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126D 0000; and

From The City of Beaufort, 1654 SF, by deed dated June 22, 2018 and recorded June 22, 2018 in Deed Book 3678, Page 1253 in the records of the ROD Office for Beaufort County, designated as **Tract 3**, and being a portion, now or formerly, of Tax Map No. R122 029 000 004C 0000; and

From The City of Beaufort, 715 SF, by deed dated June 22, 2018 and recorded June 22, 2018 in Deed Book 3678, Page 1253 in the records of the ROD Office for Beaufort County, designated as **Tract 4**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126F 0000; and

From Joel E. Morris, 186 SF, by deed dated April 29, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2039 in the records of the ROD Office for Beaufort County, designated as **Tract 6**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126E 0000; and

From James A. Smith, 754 SF, by deed dated May 8, 2015 and recorded September 28, 2015 in Deed Book 3432, Page 91 in the records of the ROD Office for Beaufort County, designated as **Tract 7**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0126 0000; and

From Beaufort Plaza, Inc., 1347 SF described as 4-A, by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 8**, and being a portion, now or formerly, of Tax Map No. R122 029 000 004D 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Pebble Hill Associates, Partnership, a New York Partnership., 315 SF, by Annotated Condemnation Notice & Tender of Payment dated November 1, 2015 and recorded in Deed Book 3655, Page 2623 in the records of the ROD Office for Beaufort County, designated as **Tract 9**, and being a portion, now or formerly, of Tax Map No. R122 026 000 126A 0000; and

From Darryl W. Gardner, 813 SF, by deed dated June 10, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2042 in the records of the ROD Office for Beaufort County, designated as **Tract 10**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0171 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for McDonald's Corporation, a Delaware Corporation, 5,978 SF, by Annotated Condemnation Notice & Tender of Payment dated August 20, 2014 and recorded in Deed Book 3529, Page 2516 in the records of the ROD Office for Beaufort County, designated as **Tract 12**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0146 0000; and

From Warehouse Home Furnishings Distributors, INC, A Georgia Corporation, 1,588 SF, by deed dated January 10, 2014 and recorded September 22, 2014 in Deed Book 3348, Page 837 in the records of the ROD Office for Beaufort County, designated as **Tract 13**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0170 0000; and

From The City of Beaufort, 24,341 SF, by deed dated May 23, 2019 and recorded May 30, 2019 in Deed Book 3736, Page 2245 in the records of the ROD Office for Beaufort County, designated as **Tract 14**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0138 0000; and

From The City of Beaufort, 5,863 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 15**, and being a portion, now or formerly, of Tax Map No. R122 026 000 125A 0000; and

From The City of Beaufort, 220 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 16**, and being a portion, now or formerly, of Tax Map No. R100 026 000 125B 0000; and

From Amelia Yancey Bond, Trustee of the Amelia Yancey Bond Revocable Trust dated April 28, 2010, 3,101 SF, by deed dated December 3, 2013 and recorded July 7, 2014 in Deed Book 3332, Page 923 in the records of the ROD Office for Beaufort County, designated as **Tract 17**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0200 0000; and

From Columbia Land Group, LLC, 4,965 SF, by deed dated June 26, 2015 and recorded October 22, 2015 in Deed Book 3437, Page 3364 in the records of the ROD Office for Beaufort County, designated as **Tract 18**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0196 0000; and

From Beaufort Plaza, Inc., 5655 SF described as A-2 (5090 SF) and A-1 (565 SF), by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 20** and being a portion, now or formerly, of Tax Map No. R122 029 000 0128 0000; and

From Bank of America, N.A. f/k/a Nations Bank of South Carolina f/k/a Bankers Trust of South Carolina, as Trustees of the Trust Granted by the Will of Homer W. Goyings and Jessie A. Goyings, 2,186 SF, by deed dated April 9, 2014 and recorded September 22, 2014 in Deed Book 3348, Page 841 in the records of the ROD Office for Beaufort County, designated as **Tract 21**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0083 0000; and

From Ameris Bank ,N.A. as Successor in Interest to Islands Community Bank, N.A., 549 SF, by deed dated August 6, 2013 and recorded September 22, 2014 in Deed Book 3348, Page 845 in the records of the ROD Office for Beaufort County, designated as **Tract 22**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0131 0000; and

From Waffle House, Inc., 752 SF, by deed dated July 30, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2045 in the records of the ROD Office for Beaufort County, designated as **Tract 23**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0207 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Pickpocket Plantation Owners Association, Inc., 549 SF, by Annotated Condemnation Notice & Tender of Payment dated April 4, 2018 and recorded in Deed Book 3658, Page 1552 in the records of the ROD Office for Beaufort County, designated as **Tract 24**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0210 0000; and

From Burrirain, LLC, 1,802 SF, by deed dated November 18, 2014 and recorded April 17, 2015 in Deed Book 3392, Page 3303 in the records of the ROD Office for Beaufort County, designated as **Tract 25**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0204 0000; and

From Pranav B. Patel, 1,513 SF, by deed dated December 18, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2049 in the records of the ROD Office for Beaufort County, designated as **Tract 26**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 085A 0000; and

From Pranav B. Patel, 1,747 SF, by deed dated December 18, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2049 in the records of the ROD Office for Beaufort County, designated as **Tract 27**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0085 0000; and

From The City of Beaufort, 701 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 28**, and being a portion, now or formerly, of Tax Map No. R120 026 000 0175 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Collins Management, LLC, #7 and Summit National Bank, Mortgage, 1,556 SF, by Annotated Condemnation Notice & Tender of Payment dated January 8, 2015 and recorded in Deed Book 3643, Page 1507 in the records of the ROD Office for Beaufort County, designated as **Tract 29**, and being a portion, now or formerly, of Tax Map No. R122 026 000 089A 0000; and

From The City of Beaufort, 1,975 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 30**, and being a portion, now or formerly, of Tax Map No. R120 026 000 0175 0000; and

From Darryl Gardner, 1,062 SF, by deed dated July 5, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2057 in the records of the ROD Office for Beaufort County, designated as **Tract 31**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 094A 0000; and

From Sea Square, LLC, 1,677 SF, by deed dated August 29, 2013 and recorded April 28, 2014 in Deed Book 3317, Page 2060 in the records of the ROD Office for Beaufort County, designated as **Tracts 32 and 34**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0091 0000; and

From Beaufort County Open Land Trust, 2,837 SF, by deed dated March 12, 2014 and recorded July 7, 2014 in Deed Book 3332, Page 927 in the records of the ROD Office for Beaufort County,

designated as **Tract 33**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0095 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Tiger Express Beaufort, LLC, 4,920 SF, by Annotated Condemnation Notice & Tender of Payment dated January 8, 2015 and recorded in Deed Book 3529, Page 2510 in the records of the ROD Office for Beaufort County, designated as **Tract 35**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0123 0000; and

From United Way of Beaufort County INC, 2,632 SF, by deed dated December 14, 2015 and recorded January 25, 2016 in Deed Book 3457, Page 2895 in the records of the ROD Office for Beaufort County, designated as **Tract 36**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0096 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Beaufort Gas Boundary Street, LLC and Palmetto State Bank, Mortgagee, 2,443 SF, by Annotated Condemnation Notice & Tender of Payment dated January 8, 2015 and recorded in Deed Book 3529, Page 2510 in the records of the ROD Office for Beaufort County, designated as **Tracts 37 and 38**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0097 0000 and R122 026 00A 098A 0000; and

From Sheetal, LLC of Beaufort, 2,783 SF, by deed dated October 6, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 2987 in the records of the ROD Office for Beaufort County, designated as **Tract 39**, and being a portion, now or formerly, of Tax Map No. R122 026 000 123A 0000; and

From Mikell B. Barker, 1,205 SF, by deed dated August 4, 2014 and recorded April 17, 2015 in Deed Book 3392, Page 3307 in the records of the ROD Office for Beaufort County, designated as **Tract 40**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0098 0000; and

From Sheetal, LLC of Beaufort, 1,493 SF, by deed dated October 6, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 2991 in the records of the ROD Office for Beaufort County, designated as **Tract 41**, and being a portion, now or formerly, of Tax Map No. R122 026 000 125D 0000; and

From Elinor Cohen, 1,199 SF, by deed dated February 27, 2014 and recorded July 7, 2014 in Deed Book 3332, Page 930 in the records of the ROD Office for Beaufort County, designated as **Tract 42**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0099 0000; and

From Marvelena Colty a/k/a Marva L. Colty, 1,951 SF, by deed dated July 25, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 2995 in the records of the ROD Office for Beaufort County, designated as **Tract 43**, and being a portion, now or formerly, of Tax Map No. R122 026 000 125F 0000; and

From River Pickers, LLC a South Carolina Limited Liability Company, 1,194 SF, by deed dated March 18, 2014 and recorded July 7, 2014 in Deed Book 3332, Page 933 in the records of the ROD Office for Beaufort County, designated as **Tract 44**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0100 0000; and

From Donna P. Sturkie, 876 SF, by deed dated February 19, 2014 and recorded July 7, 2014 in Deed Book 3332, Page 936 in the records of the ROD Office for Beaufort County, designated as **Tract 45**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0101 0000; and

From Gladys B. Taylor, 1,393 SF, by deed dated June 11, 2014 and recorded May 21, 2015 in Deed Book 3401, Page 489 in the records of the ROD Office for Beaufort County, designated as **Tract 46**, and being a portion, now or formerly, of Tax Map No. R122 026 000 0122 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Mitul Enterprises, LP, a Georgia Limited Partnership and Branch Banking and Trust Company of South Carolina, Mortgagee and Regions Bank, Mortgagee, 2,205 SF, by Annotated Condemnation Notice & Tender of Payment dated July 11, 2014 and recorded in Deed Book 3655, Page 2618 in the records of the ROD Office for Beaufort County, designated as **Tract 47**, and being a portion, now or formerly, of Tax Map No. R122 001 000 001A 0000 and

From The City of Beaufort, 2,203 SF, by deed dated June 7, 2018 and recorded June 14, 2018 in Deed Book 3676, Page 568 in the records of the ROD Office for Beaufort County, designated as **Tract 48**, and being a portion, now or formerly, of Tax Map No. R122 026 00A 0102 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Mitul Enterprises, LP, a Georgia Limited Partnership and Branch Banking and Trust Company of South Carolina, Mortgagee and Regions Bank, Mortgagee, 3,682 SF, by Annotated Condemnation Notice & Tender of Payment dated July 11, 2014 and recorded in Deed Book 3651, Page 3082 in the records of the ROD Office for Beaufort County, designated as **Tract 49**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0001 0000 and

From Deacons of Riverview Baptist Church, 1,115 SF, by deed dated December 16, 2013 and recorded July 7, 2014 in Deed Book 3332, Page 939 in the records of the ROD Office for Beaufort County, designated as **Tract 50**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0002 0000; and

From Enmark Stations Inc, 2,094 SF, by deed dated April 8, 2015 and recorded June 11, 2015 in Deed Book 3406, Page 886 in the records of the ROD Office for Beaufort County, designated as **Tract 51**, and being a portion, now or formerly, of Tax Map No. R122 001 000 014A 0000; and

From River and Creek Land Company, LLC, 1,688 SF, by deed dated March 4, 2015 and recorded June 11, 2015 in Deed Book 3406, Page 890 in the records of the ROD Office for Beaufort County, designated as **Tract 55**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0270 0000; and

From Ribaut Holdings, LLC, a South Carolina Limited Liability Company, 8,380 SF, by deed dated August 11, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 2998 in the records of the ROD Office for Beaufort County, designated as **Tract 56**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0284 0000; and

From Ribaut Holdings, LLC, a South Carolina Limited Liability Company, 1,969 SF, by deed dated August 11, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 3001 in the records of the ROD Office for Beaufort County, designated as **Tract 57**, and being a portion, now or formerly, of Tax Map No. R122 001 000 264A 0000; and

From Ribaut Holdings, LLC, a South Carolina Limited Liability Company, 1,510 SF, by deed dated August 11, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 3004 in the records of the ROD Office for Beaufort County, designated as **Tract 58**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0272 0000; and

From Jerri Ann Roseneau, County Clerk of Court for County of Beaufort for Jean G. Bond, Individually and as Trustee of the Bond, Jr. Living Trust dated May 27, 2010, 1,611 SF, by Annotated Condemnation Notice & Tender of Payment dated May 20, 2014 and recorded in Deed Book 3655, Page 2634 in the records of the ROD Office for Beaufort County, designated as **Tract 59**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0007 0000 and

From GMRI, Inc., a Florida Corporation, 2,049 SF, by deed dated June 19, 2014 and recorded March 17, 2015 in Deed Book 3385, Page 3007 in the records of the ROD Office for Beaufort County, designated as **Tract 61**, and being a portion, now or formerly, of Tax Map No. R122 001 000 0285 0000; and

From Beaufort Plaza, Inc., 30 SF described as E-1, by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 83**, and being a portion, now or formerly, of Tax Map No. R122 029 000 128A 0000; and

From Beaufort Plaza, Inc., 591 SF described as D-1, by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 85**, and being a portion, now or formerly, of Tax Map No. R122 029 000 177A 0000; and

From Beaufort Plaza, Inc., 1,455 SF described as B-1, by deed dated March 7, 2019 and recorded March 19, 2019 in Deed Book 3745, Pages 416-419 in the records of the ROD Office for Beaufort County, designated as **Tract 86**, and being a portion, now or formerly, of Tax Map No. R122 029 000 0177 0000.

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

TO HAVE AND TO HOLD, all and singular, the premises before mentioned unto the **South Carolina Department of Transportation** its successors and assigns, forever.

AND, the said **Beaufort County**, a political subdivision of South Carolina does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, the said premises unto the said **South Carolina Department of Transportation**, its successors and assigns, against Beaufort County and its successors and assigns..

WITNESS ITS HAND(S) AND SEAL(S) this _____ day of _____, 2020

Signed, sealed and delivered in the presence of:

COUNTY OF BEAUFORT

By: _____

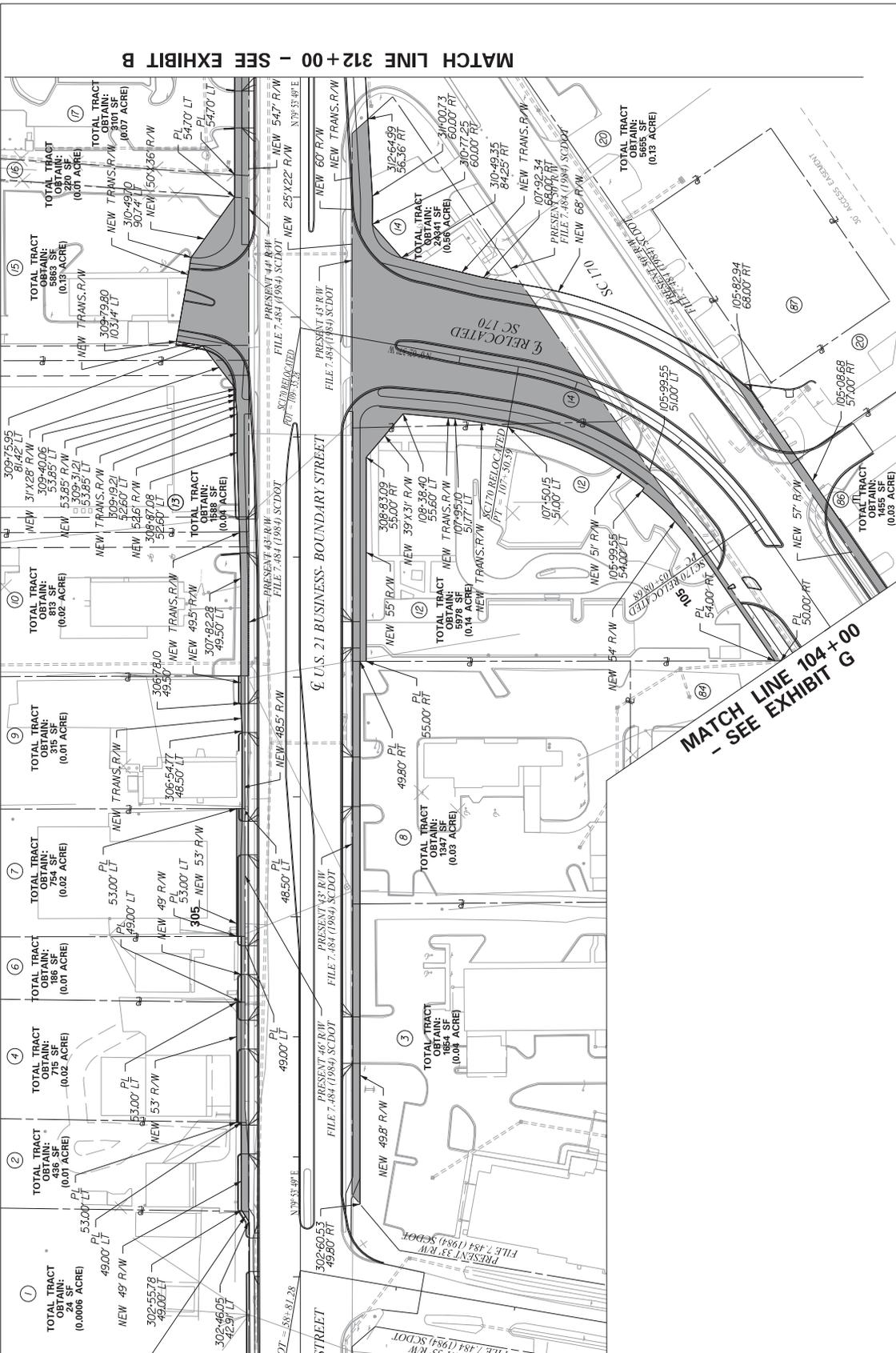
1st Witness

Ashley M. Jacobs

Its: County Administrator

2nd Witness

EXHIBIT "A"



MATCH LINE 312+00 - SEE EXHIBIT B

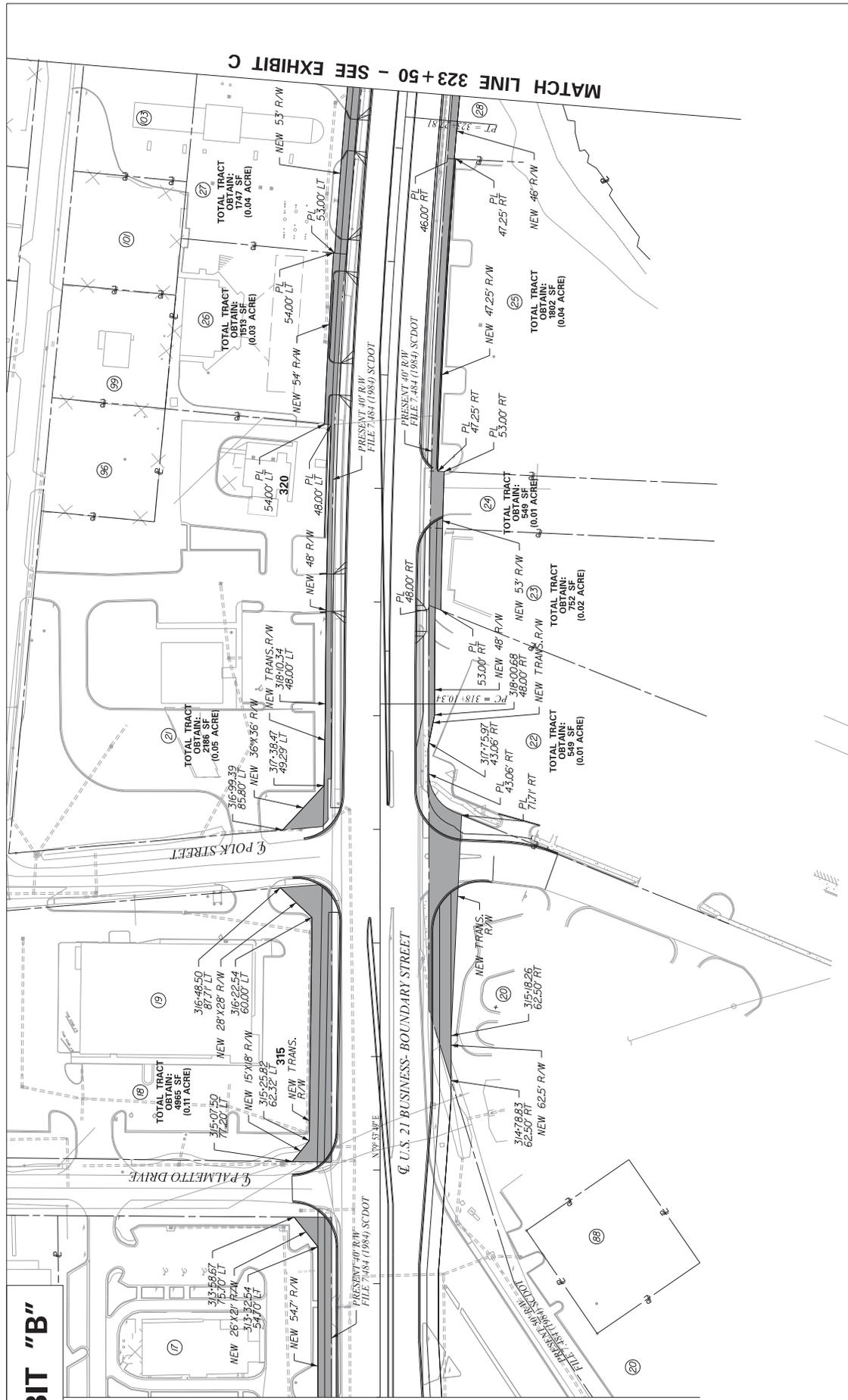
MATCH LINE 104+00
- SEE EXHIBIT G

TOTAL OBTAIN FOR TRACTS SHOWN = 1,2499 AC
TOTAL OBTAIN THIS PROJECT = 2,9736 AC

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 12.3.467.89.012.13.15.17.20.86
 SCALE 1"=100' ORIGINAL PREPARED 04/17/2018



EXHIBIT "B"



MATCH LINE 312+00 - SEE EXHIBIT A

MATCH LINE 323+50 - SEE EXHIBIT C

TOTAL OBTAIN FOR TRACTS SHOWN = 0.3228 AC
 TOTAL OBTAIN THIS PROJECT = 2.9736 AC

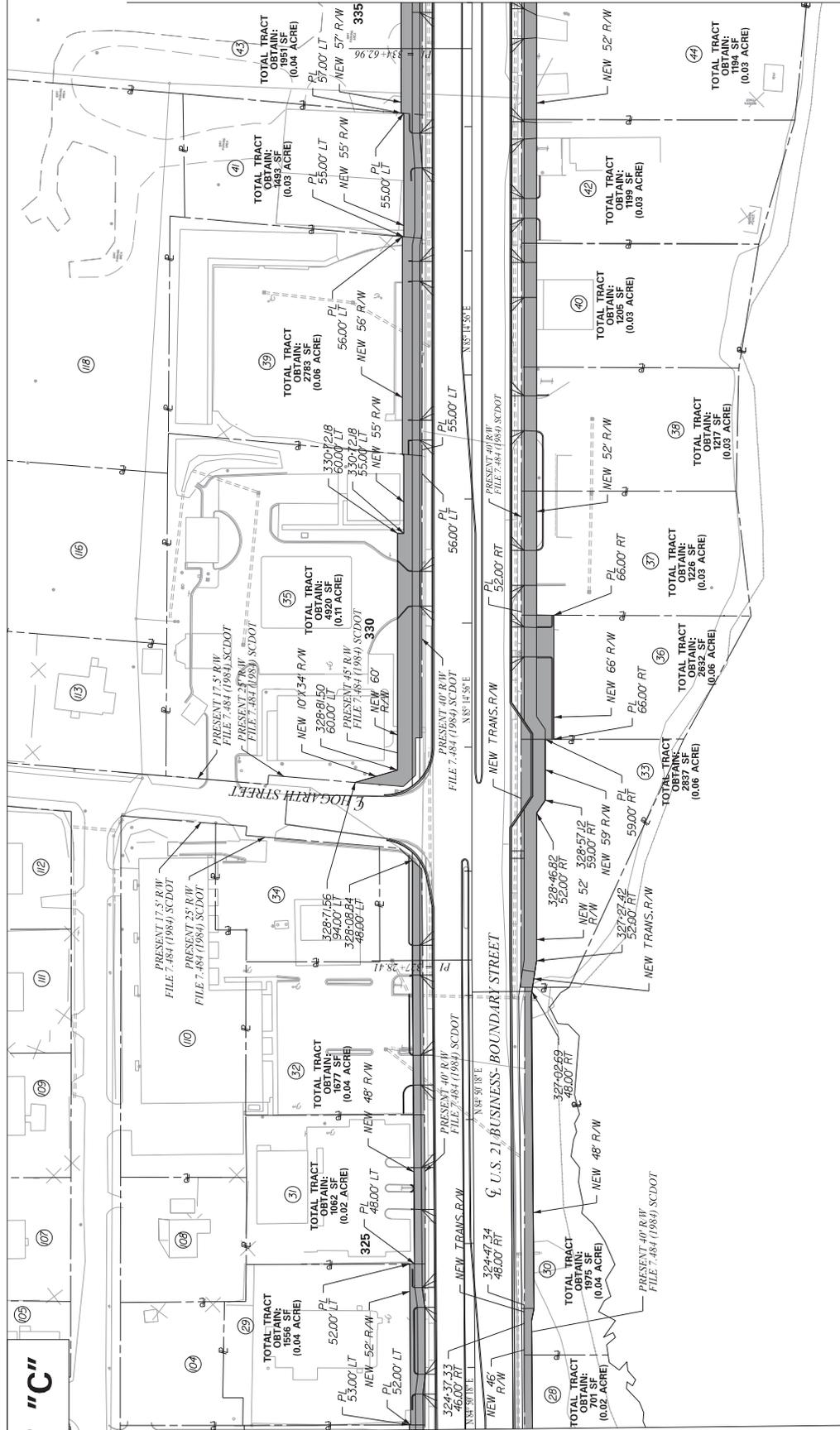
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 17,18,20,21,22,23,24,25,26,27,28
 SCALE 1"=100' ORIGINAL PREPARED 04/17/2018

EXHIBIT "C"



MATCH LINE 323+50 - SEE EXHIBIT B

MATCH LINE 335+00 - SEE EXHIBIT D



TOTAL OBTAIN FOR TRACTS SHOWN = 0.6802 AC
 TOTAL OBTAIN THIS PROJECT = 2.9736 AC

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 27,29,29.30,31,32,33,35,36,37,38,39,40,41,42,43,44
 SCALE 1"=100' ORIGINAL PREPARED 04/17/2018

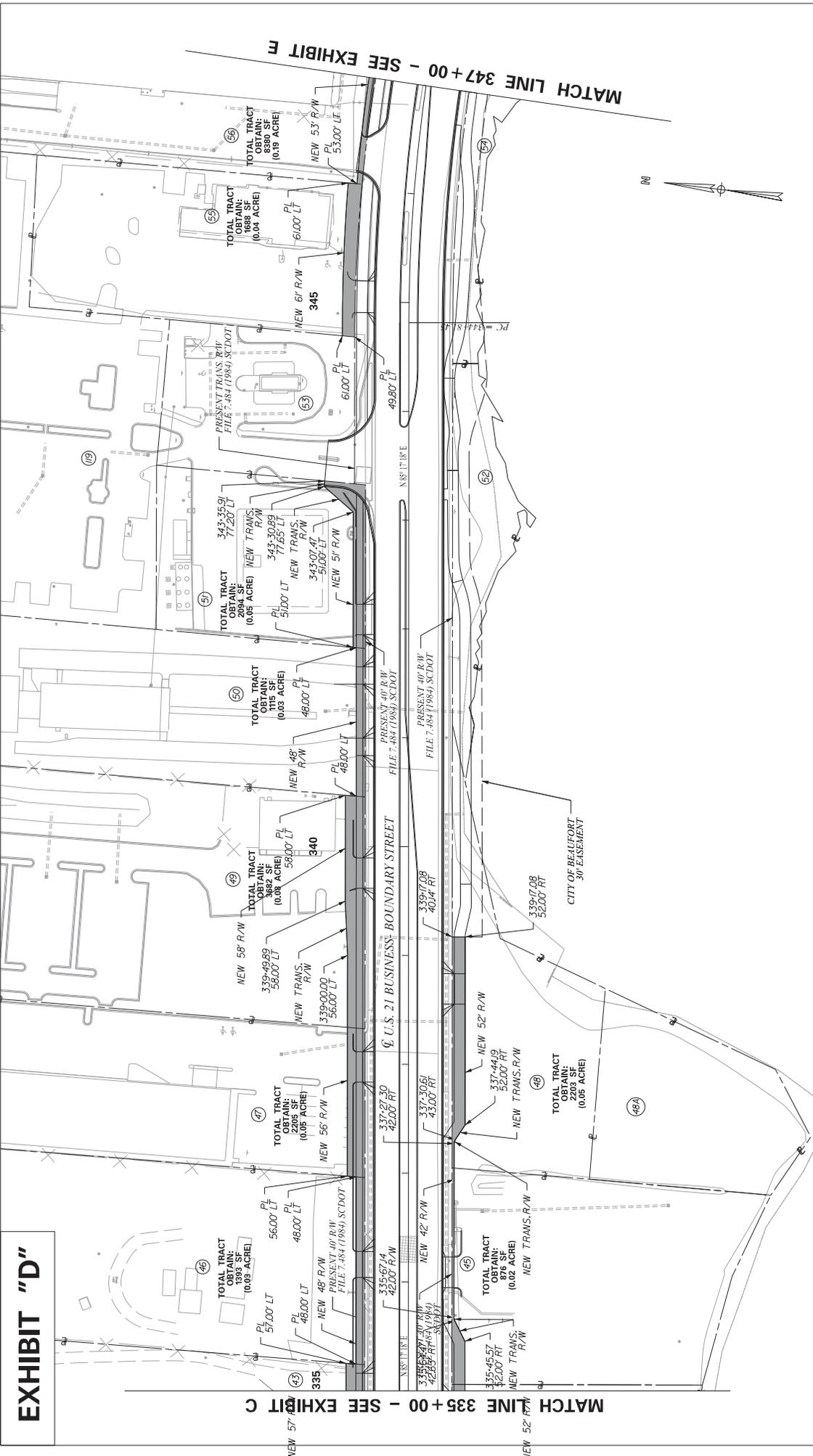
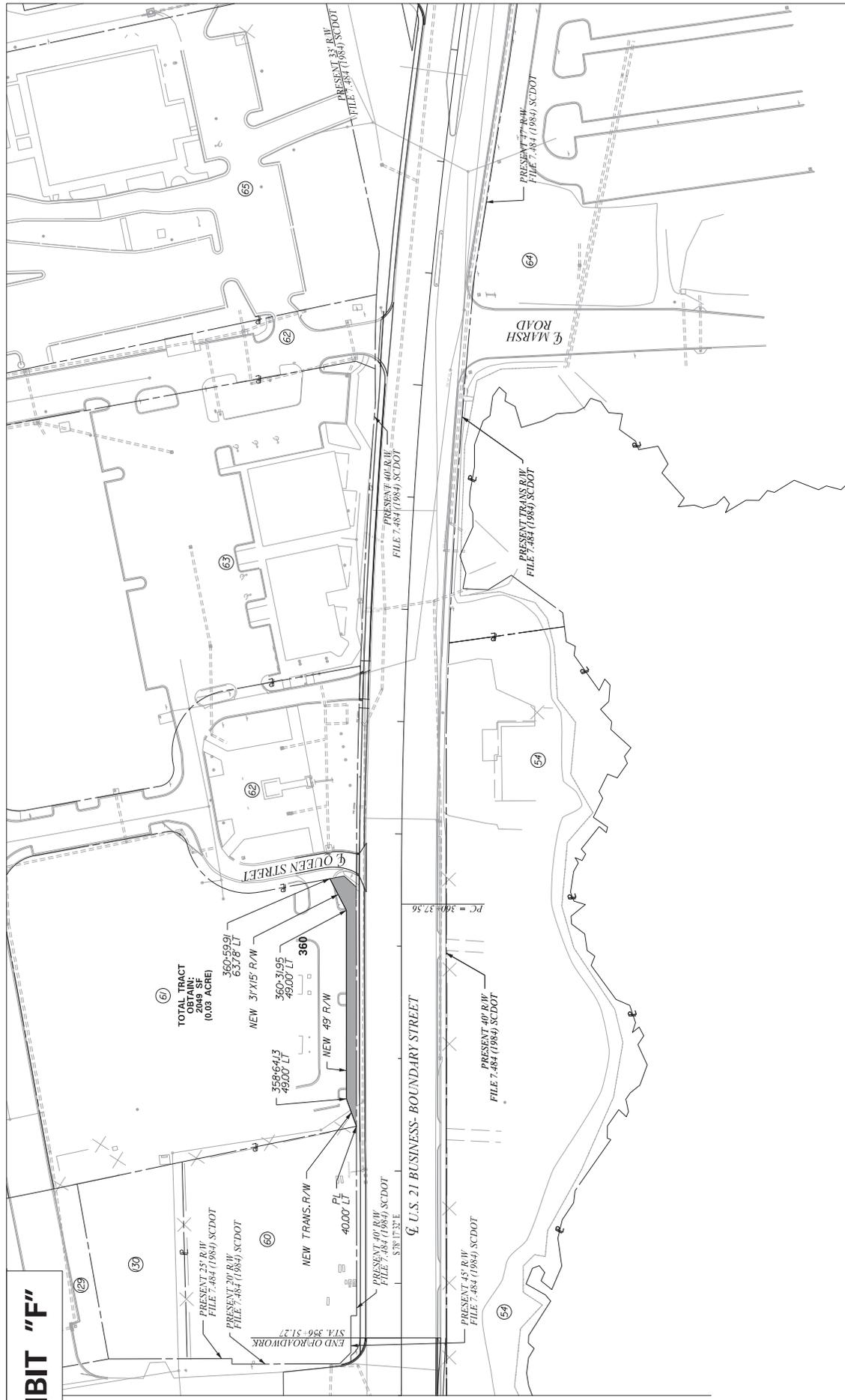


EXHIBIT "D"

TOTAL OBTAIN FOR TRACTS SHOWN = 0.5426 AC
TOTAL OBTAIN THIS PROJECT = 2.9736 AC

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 43,44,45,46,47,48,49,50,51,55,56
 SCALE 1"=100' ORIGINAL PREPARED 04/17/2018

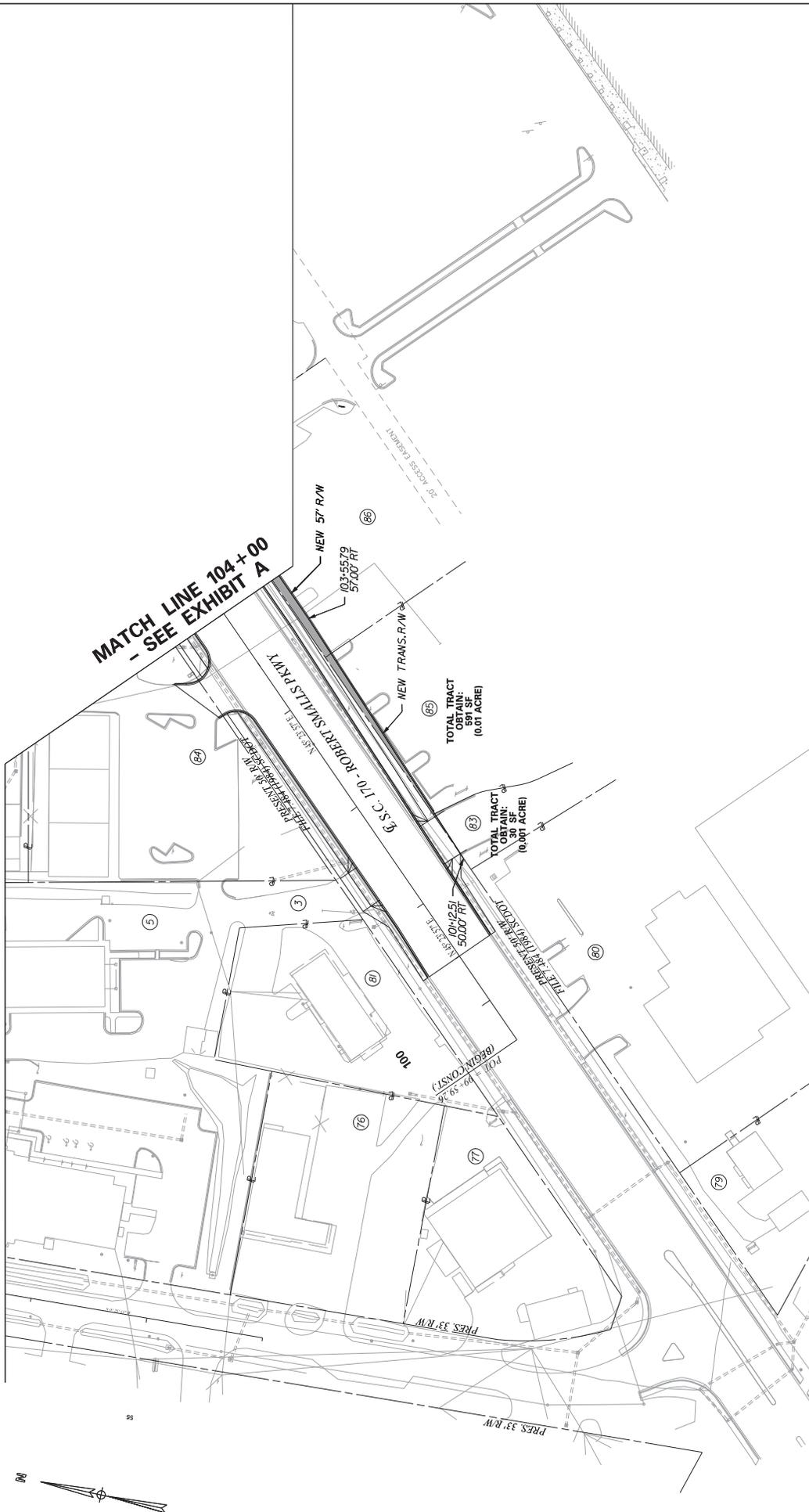
EXHIBIT "F"



TOTAL OBTAIN FOR TRACTS SHOWN = 0.0470 AC
TOTAL OBTAIN THIS PROJECT = 2.9736 AC

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 61
 SCALE 1"=100' ORIGINAL PREPARED 04/17/2018

EXHIBIT "G"



TOTAL OBTAIN FOR TRACTS SHOWN = 0.0143 AC
TOTAL OBTAIN THIS PROJECT = 2.9736 AC

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
AREA OF ACQUISITION FROM TRACT 8385.86
SCALE 1"=100' ORIGINAL PREPARED 04/17/2018