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**CITY OF BEAUFORT**  
1911 BOUNDARY STREET  
BEAUFORT MUNICIPAL COMPLEX  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7070  
**CITY COUNCIL REGULAR MEETING AGENDA**  
**February 13, 2024**

**STATEMENT OF MEDIA NOTIFICATION**

"In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, all local media was duly notified of the time, date, place and agenda of this meeting."

**REGULAR MEETING - Council Chambers, 2nd Floor - 7:00 PM**

**Please note, this meeting will be broadcasted via zoom and live streamed on Facebook. You can view the meeting at the City's page; City Beaufort SC**

**I. CALL TO ORDER**

A. Philip Cromer, Mayor

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

A. Mayor Pro Tem, Mike McFee

**III. PRESENTATIONS**

A. City of Beaufort Police Department Certificate of Re-Accreditation

**IV. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

A. Character Education Proclamation - Major Morgan-Ramsey, Mossy Oaks Elementary School

B. Proclamation proclaiming February 2024 as National Black History Month

**V. PUBLIC COMMENT**

**VI. PUBLIC HEARING**

A. Community Development Block Grant (CDBG) 2024 Needs Assessment

**VII. MINUTES**

A. Worksession - January 16, 2024

B. Worksession and Regular Meeting - January 23, 2024

**VIII. OLD BUSINESS**

A. Ordinance amending Part 3, Chapter 2, Section 3-2002, of the City Code of Ordinances concerning fees for docking on the seawall at the Henry C. Chambers Waterfront Park- Second Reading

**IX. NEW BUSINESS**

- A. Request to host the Easter Festival in the Henry C. Chambers Waterfront Park from 12:30 pm - 4:00 pm on Sunday, March 24, 2024, as well as co-sponsorship for use of the park and a waiver of the noise ordinance by Tidal Creek Fellowship
- B. Request from Downtown Beaufort Merchants Association for street closures, a waiver of the food truck ordinance, and drinking in public for First Friday's on April 5, June 7, August 2, and November 1, 2024, from 4:00 pm - 8:30 pm
- C. Request for co-sponsorship from Friends of Caroline Hospice to host Release & Remember Event in Henry C. Chambers Waterfront Park on Saturday, April 27, 2024, at 11:00 am
- D. Request for co-sponsorship from The Original Gullah Festival for use of the Henry C. Chambers Waterfront Park and waiver of noise ordinance , May 24 - 26, 2024
- E. Request for JP Signature Events for co-sponsorship, waiver of the noise ordinance, drinking in public, and a waiver of alcohol in the Henry C. Chambers Waterfront Park in order to host the first annual Beaufort Lowcountry Music Festival on June 8, 2024, from 12:00 pm -8:00 pm
- F. Greene/Hughes wedding reception requests a waiver of drinking in public, alcohol in a city park, and a waiver of the noise ordinance for a wedding reception on Saturday, June 15, 2024, from 4:00 pm - 9:00 pm in the Henry C. Chambers Waterfront Park
- G. Request from Beaufort Water Festival for use of the Henry C. Chambers Waterfront Park, street closures, sale of alcohol, use of seawall, day dock, waiver of noise ordinance and sponsorship for Opening Ceremonies Fireworks for the 68th Annual Beaufort Water Festival, July, 9 - 22, 2024
- H. Request from Beaufort County Library for co-sponsorship for use of the Henry C. Chambers Waterfront Park to Host Friends of Beaufort Library Fall Book Sale, November 5 - 8, 2024, request of overnight camping in park, and fifteen (15) complementary parking spaces
- I. Freeman wedding reception requests a waiver of drinking in public, drinking in city parks for a wedding reception on Saturday, November 9, 2024, from 12:00 pm - 6:00 pm in the Whitehall Park
- J. The Hawke/Tran wedding is requesting a waiver of the noise ordinance for a wedding reception taking place at the Beaufort Inn and Tabby Place on December 31, 2025, from 8:00 pm - 1:00 am
- K. An Ordinance authorizing acceptance of Limited Warranty Deed, authorizing approval of Easement Agreement; and other matters related thereto - First Reading

**X. REPORTS**

- City Manager's Report
- Mayor Report
- Reports by Council Members

**XI. ADJOURN**



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/24/2024  
**FROM:** Stephenie Price, Interim Police Chief  
**AGENDA ITEM**  
**TITLE:** City of Beaufort Police Department Certificate of Re-Accreditation  
**MEETING**  
**DATE:** 2/13/2024  
**DEPARTMENT:** Police

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*BACKGROUND INFORMATION:*

JJ Jones, South Carolina Law Enforcement Accreditation Board member, will be here to present the Police Department with their Re-Accreditation certificate.

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*PLACED ON AGENDA FOR:*

*REMARKS:*



## PROCLAMATION

**WHEREAS**, the character education movement reinforces the social, emotional, and ethical development of students; and

**WHEREAS**, schools, school districts and states are working to instill important core ethical and performance values including caring, honesty, diligence, fairness, fortitude, responsibility, and respect for self and others; and

**WHEREAS**, character education provides long-term solutions to moral, ethical, and academic issues that are of growing concern in our society and our schools; and

**WHEREAS**, character education teaches students how to be their best selves and how to do their best work; and

**WHEREAS**, the Eleven Principles of Effective Character Education include: Promoting core ethical and performance values; Teaching students to understand, care about and act upon these core ethical and performance values; Encompassing all aspects of the school culture; Fostering a caring school community; Providing opportunities for moral action; Supporting academic achievement; Developing intrinsic motivation; Including whole-staff involvement; Requiring positive leadership of staff and students; Involving parents and community members; and assess results and strives to improve; and

**WHEREAS**, the Beaufort County School District's Character Education program was formed to support parents' efforts in developing good character in their children; and

**WHEREAS**, the purpose of the Character Education program is to integrate good character traits into the total school environment, as well as into the community; and

**WHEREAS**, each school's counselor identified a list of character words and definitions deemed important regardless of a person's political leanings, race, gender, or religious convictions; and

**WHEREAS**, the words are friendship, kindness, acceptance, courage, tolerance, respect, gratitude, compassion, citizenship, perseverance, honesty, integrity, self-control, forgiveness responsibility and cooperation; and

**WHEREAS**, Major Morgan-Ramsey was selected as the winner by Mossy Oaks Elementary School as the student of the month.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina, hereby proclaims December 2023 as

### **MAJOR MORGAN-RAMSEY, MOSSY OAKS ELEMENTARY SCHOOL STUDENT OF THE MONTH**

The City of Beaufort thereby pronounces *Compassion* as the word for the month of December and applauds Major Morgan-Ramsey, the Beaufort County School District, and Mossy Oaks Elementary School for their work and specifically honors Major Morgan-Ramsey as Mossy Oaks Elementary School student of the month.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 13th day of January 2024.

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Philip E. Cromer, Mayor

Attest:

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Traci Guldner, City Clerk



## PROCLAMATION

**WHEREAS**, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and

**WHEREAS**, Black History Month grew out of the establishment of Negro History Week in 1926 by Carter G. Woodson and the Association for the Study of African American Life and History; and

**WHEREAS**, Black History Week was expanded in 1976 as part of the nation's bicentennial celebration and thereby became established as Black History Month, and is now celebrated all over North America; and

**WHEREAS**, Black History Month is a chance for Americans to learn more about our nation's shared history that unfortunately, are far too often neglected; and

**WHEREAS**, Black History Month allows our community to unite and celebrate the many achievements of black Americans and other people of African descent; and

**WHEREAS**, the City of Beaufort and Beaufort County are particularly rich in Black history and Black culture, from the Gullah-Geechee people whose heritage is an integral part of our community, to the legacy of Robert Smalls, whose courage helped to change the course of the Civil War, who was elected several times to state and federal offices, and who was a champion of public education for all; to the Reconstruction institutions we celebrate today – Camp Saxton, Brick Church, Penn Center, the Mather School -- to all the remarkable achievements of so many African-American Beaufortonians over the years; and

**WHEREAS**, the observance of Black History Month calls our attention to the continued need to address racism and to build a society that lives up to its democratic ideals.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Beaufort, South Carolina, do hereby proclaim February 2024 as

### **National Black History Month**

and encourages all citizens to join in learning more about the rich history of African Americans during this special observation.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 13th day of February 2024.

---

Philip E. Cromer, Mayor

Attest:

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Traci Guldner, City Clerk



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/24/2024  
**FROM:** Traci Guldner, City Clerk  
**AGENDA ITEM TITLE:** Community Development Block Grant (CDBG) 2024 Needs Assessment  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** City Clerk

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*BACKGROUND INFORMATION:*

Jessica Dailey, Community and Economic Development Specialist, Lowcountry Council of Governments, will be presenting the Annual Needs Assessment for 2024.

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*PLACED ON AGENDA FOR:*

*REMARKS:*

**ATTACHMENTS:**

Description	Type	Upload Date
2024 Needs Assessment	Backup Material	2/7/2024

# 2024 Community Development Block Grant (CDBG)

Program Year: April 1, 2024—March 31, 2025

Community and Economic Development

# FAIR HOUSING IS THE LAW

Also, as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing. Title VIII of the Civil Rights of 1968 stipulates that we all have the right to be treated fairly regardless of our **race, color, religion, sex, disability, familial status, or national origin.**



- In the sale and rental of housing
- In residential real estate transactions
- In the provision of brokerage services

***If you believe that you have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated.***



**Beaufort County and Lowcountry Council of Governments  
are committed to Fair Housing.**

**For more information contact  
LCOG at **(843) 473-3990**.**

**The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI).**

# LMI QUALIFIED

## Beaufort County

<b>Beaufort County</b>		<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
	30% Limits	\$19,300	\$22,050	\$24,800	\$27,550	\$29,800	\$32,000	\$34,200	\$36,400
<i>Beaufort County, SC HUD</i>									
<i>Metro FMR Area</i>	50% Limits	\$32,150	\$36,750	\$41,350	\$45,900	\$49,600	\$53,250	\$56,950	\$60,600
	80% Limits	\$51,450	\$58,800	\$66,150	\$73,450	\$79,350	\$85,250	\$91,100	\$97,000

2023 Income Limits effective June 15, 2023 (cdbgsc.com)

**The CDBG program has been funded through the State since 1982 by the US Department of Housing and Urban Development (HUD) under Title I of the Housing Community Development Act of 1974 as amended (Title I).**

**The Annual allocation from HUD for the program is administered by the**

**SC Department of Commerce – Division of Grant Administration.**

**SC has been allotted approximately \$19,866,653 in CDBG funds for 2024.**

# SC STATE CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT

## Draft 2024 Action Plan

Written comments on the plan can be submitted from January 15-February 13, 2024.

Email: [lross@sccommerce.com](mailto:lross@sccommerce.com)

Mail: Liese Ross

SC Department of Commerce  
Grants Administration  
1201 Main Street, Suite 1600  
Columbia, SC 29201

# GRANT PROGRAM CATEGORIES

**There are three broad grant program categories:**

- **Community Development**
- **Business Development**
- **Regional Planning**

**The Community Development Program is further broken down into several subcategories to address infrastructure, community facilities, and neighborhood priorities as follows:**

# Community Development Program

## COMMUNITY INFRASTRUCTURE

\$9,000,000 est.

APPLICATION REQUEST March 22, 2024

APPLICATION DEADLINE April 22, 2024

WATER

SEWER

DRAINAGE

ROADS

MINIMUM FUNDING AMOUNT - \$50,000

MAXIMUM FUNDING AMOUNT -  
\$1,000,000

## LOCAL PRIORITIES

\$1,000,000 est.

APPLICATION REQUEST August 16, 2024

APPLICATION DEADLINE September 16, 2024

ECONOMIC DEVELOPMENT

PUBLIC HEALTH & SAFETY, QUALITY OF  
LIFE, AND SUSTAINABILITY

RESILIENCY AND NARROW THE DIGITAL  
DIVIDE

MINIMUM FUNDING AMOUNT - \$50,000

MAXIMUM FUNDING AMOUNT - \$300,000

## COMMUNITY ENRICHMENT

\$7,170,654 est.

APPLICATION REQUEST August 16, 2024

APPLICATION DEADLINE September 16, 2024

BROWNFIELD PROJECTS/DEMOLITION OBSOLETE  
BUILDINGS

DOWNTOWN STREETScape IMPROVEMENTS

PLANNING FOR REGIONAL INFRASTRUCTURE  
(\$50,000 maximum)

LIBRARIES

PUBLICLY OWNED FACILITIES

TRANSPORTATION-ORIENTED PUBLIC FACILITIES

PUBLIC SAFETY FACILITIES/SERVICES

DEMOLITION VACANT, DILAPIDATED STRUCTURES  
TO ADDRESS/SUPPORT CRIME PREVENTION

FIRE SUBSTATIONS OR FIRE TRUCKS

HEALTH CLINIC FACILITIES/EQUIPMENT

PUBLIC FACILITY MODIFICATIONS

NEW SIDEWALKS IN LMI AREAS

MINIMUM FUNDING AMOUNT - \$50,000

MAXIMUM FUNDING AMOUNT - \$750,000

# Community Development Program

<b>READY TO GO</b>	<b>\$500,000</b>
<b>APPLICATION REQUEST</b>	<b>ONGOING</b>
<b>APPLICATION DUE</b>	<b>30 DAYS AFTER REQUEST</b>
<b>ACTIVITIES LISTED IN COMMUNITY INFRASTRUCTURE &amp; COMMUNITY ENRICHMENT</b>	
<b>MINIMUM FUNDING AMOUNT - \$50,000</b>	
<b>MAXIMUM FUNDING AMOUNT - \$500,000*</b>	
<b>(*maximum waiver available)</b>	

<b>NATIONAL OBJECTIVE</b>
<ul style="list-style-type: none"><li>• <b>Benefit low-to-moderate income (“LMI”) Persons</b></li><li>• <b>Aid in the prevention or elimination of slums or blight</b></li><li>• <b>Meet other urgent community needs posing a serious threat to the health or welfare of the community</b></li></ul>

**10% MATCH REQUIREMENT FOR ALL PROJECTS**

# GRANT PROGRAM CATEGORIES

## **Business Development Program: \$1,000,000**

This program provides financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy. Funding will be prioritized based on the following order:

1. New or expanding businesses tied to job creation
2. Area economic development activities not associated with job creation
3. New or expanding local businesses that provide essential goods and services in predominately LMI communities

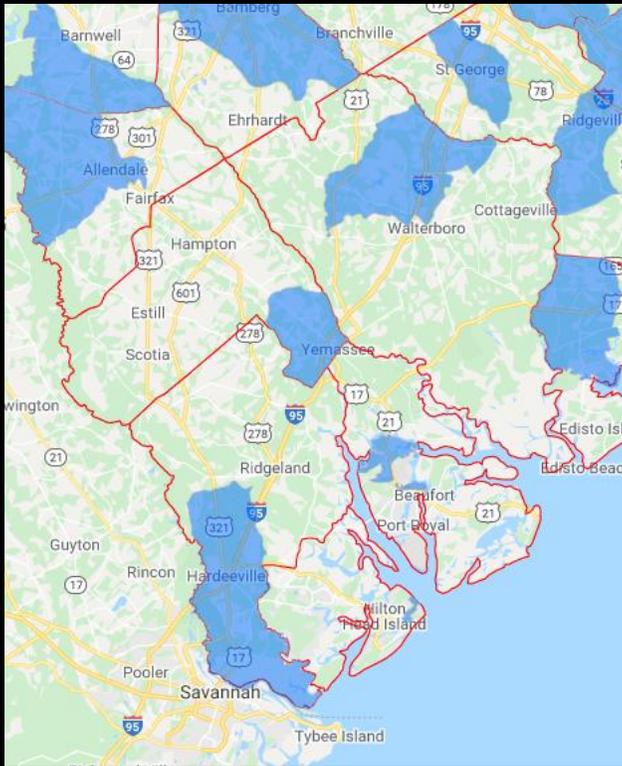
## **Regional Planning Program: \$500,000**

This program is designed to provide CDBG funds to Councils of Governments to assist local governments in developing plans and building local community development capacity.

## **State TA & Admin: \$ 695,999**

# OPPORTUNITY ZONES

Projects located in Opportunity Zones will receive an additional 10 bonus points ([scoppportunityzone.com](http://scoppportunityzone.com))



# PERFORMANCE THRESHOLD

A unit of local government can apply for an additional Community Development grant if it has no more than two open CDBG grants (excluding Business Development or Regional Planning grants).

However, the open grants must not have exceeded a **30-month grant period**.

# PERFORMANCE THRESHOLD



No more than one Neighborhood Revitalization/Village Renaissance or streetscape project.



No more than one Ready to Go project.



No more than one project for the same general target area/neighborhood open at the same time, unless the current project is under construction.

# BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

**The Beaufort County/Lowcountry Regional HOME Consortium (LRHC) is comprised of the following counties: Beaufort, Colleton, Hampton, and Jasper and all 21 municipalities in the region.**

# BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

## **TOP THREE OBJECTIVES:**

- 1. Rehabilitation of substandard housing**
- 2. Increase accessibility to adequate and affordable housing**
- 3. Support the development and availability of safe, decent, and affordable housing**

# BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM



Beaufort, Hampton, Colleton and Jasper Counties have areas that are in need of affordable housing, rehabilitation of substandard housing, and demolition of vacant/dilapidated houses.



As the housing stock ages, there becomes a greater need for rehabilitation of substandard houses and the number of vacant/dilapidated houses increases while increasing the number of persons at risk for homelessness.



Please give us a list of the priority housing needs for your area to be considered in our upcoming 2024-2025 Annual Action Plan to be submitted to HUD by April 26, 2024.



City Council Worksession  
Meeting Minutes – Planning Conference Room – 1<sup>st</sup> Floor

January 16, 2024

**I. CALL TO ORDER**

**5:00 PM**

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

**II. DISCUSSION ITEMS**

A. Beaufort Development Code text amendment process update.

**Curt Freese, Community and Economic Development Director** gave an update on items that were discussed in previous worksessions and went over the outcomes. He stated that two thirds of the code edits collected from 2020 through 2023 have been discussed. He then went over the current code edit schedule for the coming months. He gave a zoning recap on the following sections:

2.4.1 Transect Standards.

2.6.2 Building Height - in addition to the noted recommendations, the street names/ intersections affected will be included.

2.6.5 Height Transition (New Code Section) - should the Historic District be included in this section using a formula of new construction not being greater than 10 to 15 percent of the height of the nearest historic building.

**Councilman Scallate** inquired if T4-NA should be captured in this section as well.

2.7.1 Historic District (Scriveners/Clarification).

3.2 Table of Uses/Zoning Uses.

3.6.2 Commercial Use Requirements/Standards.

**Mayor Cromer** stated that Indoor Entertainment needs to be defined.

**Councilman Scallate** stated that he would like to see T-4N zoning added to the 6 percent cap as it relates to short term rentals.

**Councilman Mitchell**, regarding kennels in T-5 UC, is concerned more about the noise level than them being visible from the street.

Kennels in the T-5 UC District will be moved from conditional use to special exception.

**Mayor Pro Tem, McFee**, inquired about Doggie Daycares as there are several of these businesses already in existence, and would they be included. Current businesses would be grandfathered in.

3.11.2 Accessory Uses.

3.12.2 Temporary Uses (Clarification).

4.5.3 Carriage Houses.

4.5.5 2-3 Unit Homes.

4.5.6 Rowhouses.

4.5.8 Live Work buildings.

Historic Preservation Discussion - HRB name change proposal - consensus is for the name to stay as is, just needs to be uniform throughout the code. Some sections say Historic Review Board (HRB) where others say Historic District Review Board (HDRB). The board is to be referred to as the Historic District Review Board.

The following interacted with Council on the issues discussed:

Paul Trask, 610 Bladen Street  
Lise Sundrla, Historic Beaufort Foundation  
Jessie White, Coastal Conservation League  
Mike Tomy, 1103 Craven Street  
Alice Howard, Beaufort County Council  
Graham Trask, 1211 Bay Street

A copy of the presentation is attached to these minutes.

### **III. ADJOURN**

**6:34 PM**

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Disclaimer: This document is a summary. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at [www.cityofbeaufort.org](http://www.cityofbeaufort.org) (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at [tguldner@cityofbeaufort.org](mailto:tguldner@cityofbeaufort.org).

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website [www.cityofbeaufort.org](http://www.cityofbeaufort.org) twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.



# City Council Worksession Meeting Minutes – Council Chambers – 2nd Floor

January 23, 2024

## I. CALL TO ORDER

5:00 PM

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

## II. PRESENTATIONS

### A. Police Cadet/Explorer Program.

**Councilman Scallate** introduced Austin Hartman, who was a former coordinator of the Denver Colorado Police Department’s Explorer/Public Safety Cadet Program. Mr. Hartman gave background information on his education and career path. All the information that he covered related to how things are governed in the Denver Police Public Safety Programs.

The Explorer Program is for young adults ages 15 to 20. The Cadet Program is for those that are aged 18 to 25. He then went over the qualifications for each.

The programs provide career orientation experiences, networking, leadership development opportunities, and community service activities. These are stand alone programs like ROTC and have a paramilitary structure. All applicants must display high degrees of Honesty, Integrity, Discipline, Morals and Ethics.

**Councilman Lipsitz** inquired if there was some type of program in place that helped with membership dues if a family could not afford to pay the fees.

**Mayor Cromer** asked about what type of liability/accident insurance needs to be in place, if any.

**Mayor Pro Tem, McFee**, inquired how many graduates of the Explorer Program stayed on as employees with the City of Denver.

## III. DISCUSSION ITEMS

### A. Boundary Street Road Diet.

**Scott Marshall, City Manager**, started off by saying that he was asked by Beaufort County Staff to gauge the interest of Council regarding a Road Diet Plan on Boundary Street from Ribaut Road down to Charles Street. This would be a test program involving restriping the road in which four lanes would be reduced to one lane in each direction. He stated that this would provide an opportunity to create safer walkable and multimodal lanes for USCB students that are traveling to and from their housing facilities to the main campus. Also, this is being proposed to validate Ribaut Road assumptions and determine impacts to the design of

Reimagine Ribaut Road. No construction is involved, and it can be returned to its previous configuration if no benefits are seen after 6 months.

Each travel lane would be 12 foot with a center turn lane of 15 foot. There would also be an extra 2.5 foot buffer on each side that extended to another 4 foot buffer and 4 foot sidewalk.

**Brittane Bishop, Beaufort County Engineering Program and Finance Manager**, spoke to Council and addressed some of their concerns. She stated this is a Pilot Project. They would continue to monitor traffic going in all directions to see if this Road Diet is working. She stated that it is identified in the City's Development Code for this section of Boundary Street to become a three lane road eventually. She stated they need to analyze the traffic to also see if this restriping would effect Ribaut Road. The total cost of the project is being paid by Beaufort County. South Carolina Department of Transportation (SCDOT) has final authority.

The following addressed Council:

Dan Blackmon, 1010 Duke Street  
Paul Trask, 610 Bladen Street  
Joe Mac, 1809 Boundary Street  
Kay Merrill, Pigeon Point Neighborhood  
Tim Ogden, Beaufort Fire Chief  
Graham Trask, 1211 Bay Street

**Mr. Marshall** stated it was his understanding that if the City does not wish to move forward, it will not take place. Ms. Bishop stated that was correct. The money can be utilized somewhere else.

More data/information is warranted before a decision is made to proceed. This will take two to three months to collect. Once this has been accomplished, another worksession discussion may possibly take place.

#### **IV. ADJOURN**

**6:09 PM**

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City Council Regular Meeting  
Meeting Minutes – City Hall Council Chambers, 2<sup>nd</sup> Floor

January 23, 2024

**I. CALL TO ORDER**

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**7:00 PM**

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

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Reverend Lori Hlaban, Unitarian Universalist Fellowship of Beaufort and Mayor Pro Tem, McFee.

**III. PRESENTATIONS**

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A. City Manager Employee Recognition of Police Chief Dale McDorman.

City Manager, Scott Marshall, recognized Police Chief Dale McDorman for his years of service to the City of Beaufort and wished him well in his retirement.

**IV. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

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A. Resolution commending Erik Petersen for serving on the Design Review Board.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

All were in favor, motion carried.

B. Resolution commending Sue Cosner for serving on the Metropolitan Planning Commission.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

All were in favor, motion carried.

C. Resolution commending James White for serving on the Metropolitan Planning Commission.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

All were in favor, motion carried.

D. Proclamation recognizing Second Helpings on the milestone of distributing 50 million pounds of food.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

All were in favor, motion carried.

## V. PUBLIC COMMENT

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No public comment.

## VI. MINUTES

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### A. Worksession and Regular Meeting - January 9, 2024.

Motion to approve was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.

Mayor Cromer stated that tourist should be tourists in the Regular Meeting Minutes.

Minutes approved with correction.

## VII. OLD BUSINESS

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### A. Ordinance to amend FY 2024 Budget for Revenues and Expenditures of General Fund and ARPA Fund - 2nd reading.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Mitchell.

First reading was held on January 9, 2024. No changes made since first reading.

All were in favor, motion carried.

## VIII. NEW BUSINESS

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### A. An ordinance amending Part 3, Chapter 2, Section 3-2002, of the City Code of Ordinances concerning fees for docking on the seawall at the Henry C. Chambers Waterfront Park - 1st reading.

Motion to approve was made by Councilman Mitchell and seconded by Councilman Lipsitz.

Linda Roper, Downtown Operations and Community Services Director, stated that Safe Harbor is requesting a rate change from \$2.00 per linear foot to \$2.50 per linear foot to better offset the cost of constant maintenance to the seawall. The City has been slowly increasing the cost over the last four years. We still have the lowest dockage fees as compared to others in the region.

All were in favor, motion carried.

## IX. REPORTS

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### City Manager's Report

Stated that the Annual Retreat for City Council will take place on January 30 - 31, 2024. The meeting is open to the public. Will be held in the training room at the Police Department.

First Friday will take place on February 2, 2024, downtown. The theme is Loving Beaufort.

A Love Beaufort Window Decorating Contest for downtown merchants will take place February 5 - 9, 2024.

The Fire Department will be hosting a Sparking Embers Girls Empowerment Fire Boot Camp. This is a free program and will be held July 24 - 27, 2024, at Station 2, 1120 Ribaut Road.

### **Mayor's Report**

Reported that he met with partners with Dominion Energy to discuss current and upcoming projects.

Attended the Southern Lowcountry Regional Board (SOLOCO) meeting.

Said that the Beaufort County Historical Society will be unveiling a new marker commemorating the first Colored School in Beaufort. This will take place January 24, 2024, at 11:00 am, at the USCB Campus on Carteret Street.

The Beaufort History Museum will be having its annual meeting at 5:00 pm on January 25, 2024, in City Hall.

### **Councilman Mitchell**

Congratulated Alan Eisenman, Finance Director, and his team, on their recognition for receiving the Distinguished Budget Presentation Award.

Will be attending the 9th Annual Traffick Jam 2024, at Savannah State University on January 27, 2024. This event draws awareness to human trafficking.

### **Mayor Pro Tem, McFee**

Attended Beaufort Chamber's Business After Hours on January 18, 2024.

He and Councilman Lipsitz attended the Ground Breaking Ceremony for a new Marine Corps Air Station Beaufort Fire Station that is to be built on Laurel Bay.

Will be attending the Northern Regional Plan Implementation Committee (NRPIC) meeting this coming Friday, January 26, 2024. He will also be attending the Lowcountry Area Transportation (LATS) Meeting on February 2, 2024.

### **Councilman Scallate**

Will be participating in the Point-In-Time Count on January 24, 2024. This captures how many people are experiencing homelessness in the community.

### **Councilman Lipsitz**

Reported that he and Councilman Scallate attended the Old Commons Neighborhood Association Meeting.

Mayor Cromer and Mayor Pro Tem, McFee, participated in the wreath gathering at the Beaufort National Cemetery.

Mayor Cromer, Mayor Pro Tem, McFee, and Councilman Lipsitz, attended a Ribbon Cutting for the Story Walk Trail, at the Depot Trailhead of the Spanish Moss Trail.

Mayor Cromer, Mayor Pro Tem, McFee, Councilman Lipsitz, and Councilman Scallate attended the Beaufort Oyster Festival and thanked Beaufort Area Hospitality Association (BAHA) on another successful event.

Councilman Lipsitz and Councilman Scallate attended the Economic Development Summit.

All wished Police Chief Dale McDorman the best as he retires, and congratulated Deputy Police Chief Stephenie Price on her being named Interim Police Chief.

**X. ADJOURN**

**7:32 PM**

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**Motion to adjourn was made by Councilman Lipsitz and seconded by Councilman Mitchell.**

**All were in favor, motion carried.**

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Disclaimer: This document is a summary. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at [www.cityofbeaufort.org](http://www.cityofbeaufort.org) (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at [tguldner@cityofbeaufort.org](mailto:tguldner@cityofbeaufort.org).

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website [www.cityofbeaufort.org](http://www.cityofbeaufort.org) twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.

DRAFT



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/24/2024  
**FROM:** Linda Roper, Downtown Operations and Community Services Director  
**AGENDA ITEM TITLE:** Ordinance amending Part 3, Chapter 2, Section 3-2002, of the City Code of Ordinances concerning fees for docking on the seawall at the Henry C. Chambers Waterfront Park- Second Reading  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

---

*BACKGROUND INFORMATION:*

Safe Harbor is requesting a rate change from \$2.00 per linear foot to \$2.50 per linear foot to better offset the cost of constant maintenance to the seawall.

This docking rate is well below and competitive with other locations throughout the Lowcountry. Port Royal's rate for boats over 70' is \$3.25/ft. and Charleston City Marina is charging \$6.00/ft.

---

*PLACED ON AGENDA FOR:* Action

**REMARKS:**

Staff supports the change.

First reading was held on January 23, 2024.

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	1/24/2024

**ORDINANCE 2024-03**

**Ordinance Amending Part 3, Chapter 2, Section 3-2002, of the City Code of Ordinances concerning fees for docking on the seawall at the Henry C. Chambers Waterfront Park**

**WHEREAS**, Section 3-2002 (c) provides regulations for dockage of vessels at the seawall of the Henry C. Chambers Waterfront Park; and,

**WHEREAS**, dockage of large vessels has caused wear to the seawall that must be regularly maintained and repaired; and,

**WHEREAS**, by Ordinance in 2020, it was adopted that the docking fee would be reviewed annually by the City Manager to ensure both the adequacy of the fee, and the competitiveness in the tour boat market; and,

**WHEREAS**, staff has recommended an increase of the docking fee to \$2.50 per linear foot to better offset the cost of constant maintenance to the seawall; and,

**WHEREAS**, City Council finds that it is in the best interest of the City and its citizens to amend Section 3-2002 to provide for this staff recommendation;

**THEREFORE**, be it Ordained by the City Council of Beaufort, South Carolina, in council duly assembled and by the authority of the same, that the middle sentence of Section 3-2002 (c) of the City Code of Ordinances be amended to provide as follows: **A docking fee of two dollars and fifty cents (\$2.50) per linear foot per day shall be levied to all vessels. This fee shall be reviewed annually by the City Manager and adjusted if necessary and appropriate.**

All other provisions of Section 3-2002 shall remain unchanged.

This Ordinance shall be effective immediately upon adoption.

\_\_\_\_\_  
Philip E. Cromer, Mayor

Attest \_\_\_\_\_  
Traci Guldner, City Clerk

First Reading \_\_\_\_\_

Second Reading and adoption \_\_\_\_\_



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 2/2/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request to host the Easter Festival in the Henry C. Chambers Waterfront Park from 12:30 pm - 4:00 pm on Sunday, March 24, 2024, as well as co-sponsorship for use of the park and a waiver of the noise ordinance by Tidal Creek Fellowship  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

---

*BACKGROUND INFORMATION:*

Tidal Creek Fellowship is requesting permission to host a Easter Festival in the Waterfront park as they have in years past. They are requesting co-sponsorship for use of the park and a waiver of the noise ordinance for the event. They will be hosting a family friendly event open to the public to include games, face painting, and bounce houses.

---

***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

Staff recommends approval

**ATTACHMENTS:**

Description	Type	Upload Date
Easter festival letter request	Cover Memo	2/2/2024
Easter Festival cosponsorship	Cover Memo	2/2/2024



Hello Ashley,

My name is Wendy Greene, and I am the Children's Ministry Director for Tidal Creek Fellowship on Lady's Island. In years past we have held an Easter Festival at the waterfront park. Below is the write-up of what we have done in the past and what we would like to do again. Please let me know if you need more details. Also, our non-profit as a 501 C 3 is Tidal Creek Fellowship.

## Easter Festival 2024

**Sunday, March 24, 2024 at 12:30 PM - 4:00 PM**

**Waterfront Park in Downtown Beaufort**

Tidal Creek Fellowship will GO into the community on March 24th to connect and share the life we have discovered in following Jesus. The Easter Festival will be downtown at the Waterfront Park from 12:30 PM to 4 PM. The Easter Festival will be completely FREE and open to the public. There will be jump houses, snow cones, cookie decorating, games, face painting and an Easter basket and candy for each child that shows up.

Please let me know if you have any questions and how I can move forward with this. Thank you so much for your help.

Blessings,

**Wendy Greene, Children's Ministry Director**

Tidal Creek Fellowship

Mobile: 330-554-6364

Email: [wendy@tidalcreek.net](mailto:wendy@tidalcreek.net)

## REQUEST FOR CO-SPONSORSHIP Henry C. Chambers Waterfront Park

Name of Event Easter Festival

Date of Event: 3-21-24

Contact person: Wendy Greene  
Telephone: 330-554-6364

Please check all that apply.

	Yes	No
<i>Are you a "For Profit" entity?</i>		***
<i>Is this a fund-raising event?</i>		✓
<i>Is this event open to the public?</i>	✓	
<i>Is there a required fee / donation to attend this event?</i>		✓
<i>Are you requesting more than two (2) park areas for this event?</i>	✓	
<i>Will there be any type of "sales" for this event?</i>		✓
<i>Will this event require more than four (4) hours (includes setup &amp; take down)? This is a multiple day display</i>	✓	
<i>Will alcohol be sold / served?</i>		✓

\*\*If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? Tidal Creek Fellowship

**Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.**

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Events Coordinator Recommendation:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Forward for Council Deliberation: \_\_\_\_\_  
Date of Council Meeting

Council:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CITY OF BEAUFORT**  
**Waterfront Park Rental Reservation Application**  
**Downtown Operations & Community Services Department 500**  
**Carteret St Ste. B2 Beaufort, SC 29902**

**Phone: 843-379-7519**

**Fax: 843-986-5606**

Name of Event: <u>Easter Festival</u>	Date(s) of Event: <u>3-24-24</u> Setup start/end time: <u>9am</u> Actual event start/end time: <u>12:30pm-4pm</u> Take down start/end time: <u>4pm - 5pm</u>
Organization/Individual Name: <u>Tidal Creek Fellowship</u>	Address: <u>210 Brickyard Point Rd S.</u> Telephone: <u>843-524-0565 - office</u> Email: <u>Wendy@tidalcreek.net</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St. Suite B2 Beaufort, SC

29902, or scan and email to [events@cityofbeaufort.org](mailto:events@cityofbeaufort.org).

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7519 or visit our website at [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

Is event open to the public? yes

Will admission be charged, or donation required? no

Will alcoholic beverages be sold? no Served? no

Will food be sold? no Served? yes

Will there be any retail sales? no

Number of people expected to attend: 300-500

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

**Security Deposit is due upon approval of application**

**Fee payment due no less than 30 days prior to event.**

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

<b>WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS</b>			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 600.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 500.00	\$ 800.00	
Electric Fee	\$ 75.00	\$ 100.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

*We will need electrical hookups.*

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

**Did you know?**

**BEAUFORT PRIDE OF PLACE** is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070

**Liability Insurance**

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

**Alcohol**

•To serve alcohol or liquor at your event, you must obtain City Council approval.

•If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070.

City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.



Lessee/Applicant Signature

1-3-24  
Date

-----This section for City use-----

\_\_\_\_\_   
Downtown Operations

\_\_\_\_\_   
Date Application Received

Deposit Paid: \_\_\_\_\_ Fees Paid: \_\_\_\_\_ Deposit to be Refunded: \_\_\_\_\_



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request from Downtown Beaufort Merchants Association for street closures, a waiver of the food truck ordinance, and drinking in public for First Friday's on April 5, June 7, August 2, and November 1, 2024, from 4:00 pm - 8:30 pm  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

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*BACKGROUND INFORMATION:*

Request from Downtown Beaufort Merchants Association for street closures, a waiver of the food truck ordinance (7-16006 (c)), and drinking in public (7-7002) for First Friday's on April 5, June 7, August 2, and November 1, 2024, beginning at 4:00 pm - 8:30 pm

The area for the street closures includes Bay Street from Charles to Carteret, and West Street and Scott Streets from Port Republic to Bay Street.

Any alcohol served by the Merchants will be identifiable cups. The Merchants understand and encourage the permitted alcohol establishments are to follow alcohol beverage licensing regulations.

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*PLACED ON AGENDA FOR: Action*

**REMARKS:**

Staff recommends approval

**ATTACHMENTS:**

Description	Type	Upload Date
First friday request letter	Cover Memo	2/5/2024



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## Downtown Beaufort Merchants Association

January 23, 2024

Mayor & City Council  
City of Beaufort  
1911 Boundary Street  
Beaufort, SC 29902

RE: Request for Street Closures for First Friday Events- April 5, June 7, August 2, November 1

Downtown Merchants Association would like to respectfully request to close a portion of the streets detailed below, on the first Fridays of the months of April, June, August, and November. The closures would allow for set-up and removal of entertainment activities for themed First Friday events on Bay Street and along both West and Scott streets up to the point of closure. We request waivers to City ordinances Public Drinking (7-7002) and Food Truck Vending in Designated Areas (7-16006 (c))

The details of the closing beginning at 4:00 PM- 8:30 PM includes:

- Bay Street from Charles to Carteret, and West Street and Scott Streets from Port Republic to Bay Street.

Additionally, we are requesting coordination of required notification and requests with other agencies such as SC DOT and Beaufort County Sheriff's Department will be handled by the appropriate City Staff and Departments.

Sincerely,

Downtown Merchants Association



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request for co-sponsorship from Friends of Caroline Hospice to host Release & Remember Event in Henry C. Chambers Waterfront Park on Saturday, April 27, 2024, at 11:00 am  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

---

*BACKGROUND INFORMATION:*

Request for co-sponsorship from Friends of Caroline Hospice to host Release & Remember Event in Henry C. Chambers Waterfront Park on Saturday, April 27, 2024, at 11:00 am. This is the same event they have had in years past.

---

*PLACED ON AGENDA FOR: Action*

**REMARKS:**

Staff recommends approval

**ATTACHMENTS:**

Description	Type	Upload Date
Release and remember letter and cosponsorship	Cover Memo	2/5/2024



**CITY OF BEAUFORT**  
**Waterfront Park Rental Reservation Application**  
**Downtown Operations & Community Services Department 500**  
**Carteret St Ste. B2 Beaufort, SC 29902**

**Phone:** 843-379-7519

**Fax:** 843-986-5606

Name of Event: <u>Release &amp; Remember</u>	Date(s) of Event: <u>4/27/2024</u> Setup start/end time: <u>9am - noon</u> Actual event start/end time: <u>11am - 11:30</u> Take down start/end time: <u>11:30 - noon</u>
Organization/Individual Name: <u>Friends of Caroline / Lanelle Fabian</u>	Address: <u>329 Friends Lane</u> Telephone: <u>843-525-6257</u> Email: <u>lanelle@fochospice.org</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St. Suite B2 Beaufort, SC

29902, or scan and email to [events@cityofbeaufort.org](mailto:events@cityofbeaufort.org).

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7519 or visit our website at [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

Is event open to the public? Yes

Will admission be charged, or donation required? no

Will alcoholic beverages be sold? no Served? no

Will food be sold? no Served? no

Will there be any retail sales? Butterflies

Number of people expected to attend: 500

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

**Security Deposit is due upon approval of application**

**Fee payment due no less than 30 days prior to event.**

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

<b>WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS</b>			
<b>Park Area</b>	<b><u>4 HR Block</u></b>	<b><u>6 HR Block</u></b>	<b><u>12 HR Block</u></b>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 600.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 500.00	\$ 800.00	
Electric Fee	\$ 75.00	\$ 100.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

**Did you know?**

**BEAUFORT PRIDE OF PLACE** is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070

**Liability Insurance**

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

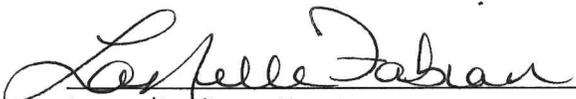
- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

**Alcohol**

•To serve alcohol or liquor at your event, you must obtain City Council approval.

•If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager’s office at (843)-525-7070.

City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

  
 \_\_\_\_\_  
 Lessee/Applicant Signature

  
 \_\_\_\_\_  
 Date

-----This section for City use-----

\_\_\_\_\_  
 Downtown Operations

\_\_\_\_\_  
 Date Application Received

Deposit Paid: \_\_\_\_\_ Fees Paid: \_\_\_\_\_ Deposit to be Refunded: \_\_\_\_\_

# REQUEST FOR CO-SPONSORSHIP

## Henry C. Chambers Waterfront Park

Name of Event Release & Remember

Date of Event: 4/27/2024

Contact person: LaNelle Fabian  
 Telephone: 843-525-6257

Please check all that apply.

	Yes	No
<i>Are you a "For Profit" entity?</i>		***
<i>Is this a fund-raising event?</i>	✓	
<i>Is this event open to the public?</i>	✓	
<i>Is there a required fee / donation to attend this event?</i>		✓
<i>Are you requesting more than two (2) park areas for this event?</i>		✓
<i>Will there be any type of "sales" for this event?</i>	✓	
<i>Will this event require more than four (4) hours (includes setup &amp; take down)? This is a multiple day display</i>		✓
<i>Will alcohol be sold / served?</i>		✓

\*\*If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? 501(C)3

**Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.**

-----

Events Coordinator Recommendation:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Forward for Council Deliberation: \_\_\_\_\_  
Date of Council Meeting

Council:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request for co-sponsorship from The Original Gullah Festival for use of the Henry C. Chambers Waterfront Park and waiver of noise ordinance , May 24 - 26, 2024  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

---

*BACKGROUND INFORMATION:*

Request for co-sponsorship from The Original Gullah Festival for use of the Henry C. Chambers Park and waiver of noise ordinance , May 24 - 26, 2024.

1. The City allows the Gullah Festival access to the park on Thursday, May 23rd to prepare for the (3) day weekend.
2. The City acknowledges that the Gullah Festival will use the Waterfront Park on Friday, May 24th from 10:00 am to 12:00 am.  
Saturday, May 25th from 10:00 am to 12:00 am.  
Sunday, May 26th from 9:00 am to 7:00 pm.
3. The City disables the water sprinklers on the Waterfront Park on:  
Friday, May 24th from 10:00 am to 12:00 am.  
Saturday, May 25th from 10:00 am to 12:00 am.  
Sunday, May 26th from 9:00 a to 7:00 pm.
4. The City allows access to the restrooms, water and power sources on the Waterfront Park on:  
Friday, May 24th from 9:00 am to 11:00 pm.  
Saturday, May 25th from 9:00 am to 12:00 am.  
Sunday, May 26th from 9:00 am to 7:00 pm.
5. The Festival requests the city grant a waiver of the City Noise Ordinance for the following days:  
Friday, May 24th from 9:00 am to 1:00 am.  
Saturday, May 25th from 9:00 am to 1:00 am.  
Sunday, May 26th from 9:00 am to 7:00 pm.
6. Loading and unloading passengers on/off the charter bus will be coordinated with Park Beaufort after the city of Beaufort Police authorizes the location.

7. The Festival will submit a completed special event signed application for these dates: Friday, May 24th.  
Saturday, May 25th.  
Sunday, May 26th.

8. The City grants permission for the Gullah Festival to erect temporary signs.

9. On-call access to the city's electrician during regular working hours, free of charge.

10. The City's staff electrician will provide support and necessary equipment in order to provide access to electricity for use by the Festival.

11. On Thursday, May 23rd, the Gullah Festival will hold a special program for the Educators/Teachers/Journalists that will include the following.....

\*\* A tour (the same route used on Friday, Saturday and Sunday)

\*\* A Lest We Forget session (at the Tabernacle church in Beaufort)

\*\* A Story Telling session (at the Univ of South Carolina Auditorium)

\*\* The Decoration Day play (at the Univ of South Carolina Auditorium)

This is the same as in years past.

---

***PLACED ON AGENDA FOR: Action***

***REMARKS:***

Staff recommends approval

**ATTACHMENTS:**

Description	Type	Upload Date
Gullah festival	Cover Memo	2/7/2024



## Gullah Festival of Beaufort SC.29901

### Remembering, Celebrating, Creating, A Living History!

The Original Gullah Festival of SC Inc. is a non-profit, tax exempt organization of Beaufort, SC. Established by native Beaufortonians in 1986, and incorporated in 1987, the three day celebration has the goal to reclaim for future generations the beauty and history of the Gullah Culture, a compelling mix of West African legacy and the American LowCountry experience and to eventually be able to help arts in education.

Our 3 day festival is a non-alcohol, non-smoking event so everyone participating can enjoy themselves with no distractions.

The Gullah Festival of SC, Inc. is hereby making its annual request for use of the Waterfront Park facilities for the 2024 May 24th, 25th and 26th Memorial Day weekend. Your assistance is requested in regards to the following items:

1. The City allows the Gullah Festival access to the park on Thursday, May 23rd to prepare for the (3) day weekend.
2. The City acknowledges that the Gullah Festival will use the Waterfront Park on Friday, May 24th from 10am to 12am.  
Saturday, May 25th from 10a to 12am.  
Sunday, May 26th from 9a to 7pm.
3. The City disables the water sprinklers on the Waterfront Park on:  
Friday, May 24th from 10am to 12am.  
Saturday, May 25th from 10a to 12am.  
Sunday, May 26th from 9a to 7pm.
4. The City allows access to the restrooms, water and power sources on the Waterfront Park on:  
Friday, May 24th from 9a to 11pm.  
Saturday, May 25th from 9a to 12am.  
Sunday, May 26th from 9a to 7pm.
5. The Festival requests the city grant a waiver of the City Noise Ordinance for the following days:

Friday, May 24th from 9a to 1am.

Saturday, May 25th from 9a to 1am.

Sunday, May 26th from 9a to 7pm.

6. Loading and unloading passengers on/off the charter bus will be coordinated with Park Beaufort after the city of Beaufort Police authorizes the location.
7. The Festival will submit a completed special event sign application for these dates: Friday, May 24th.  
Saturday, May 25th.  
Sunday, May 26th.
8. The City grants permission for the Gullah Festival to erect temporary signs.
9. On-call access to the city's electrician during regular working hours, free of charge.
10. The City's staff electrician will provide support and necessary equipment in order to provide access to electricity for use by the Festival.
11. On Thursday, May 23rd, the Gullah Festival will hold a special program for the Educators/Teachers/Journalists that will include the following.....
  - \*\* A tour (the same route used on Friday, Saturday and Sunday)
  - \*\* A Lest We Forget session (at the Tabernacle church in Beaufort)
  - \*\* A Story Telling session (at the Univ of South Carolina Auditorium)
  - \*\* The Decoration Day play (at the Univ of South Carolina Auditorium)

The Gullah Festival Committee will...

1. Contract with the City Police Department for police protection at all events and overnight security.
2. Contract with the City Fire Department for EMS service.
3. Use their own means for necessary fencing and covering during the Gullah Festival May 24th, 25th and 26th.
4. Advise all food vendors to store and take their own grease.
5. Use Reddy Ice for providing the ice.
6. Use a contracted electrician during the 3 day event.
7. Use a contracted lights and sound man during the 3 day event.
8. Use a contracted service for pressure washing the sidewalks and parking lot if necessary.
9. Use Deglar Waste for all sanitation services including (2) 30 foot roll-off dumpsters.
10. Use Deglar Waste for port-a-john installments: in the park 6 regular and 1 handicap and in the parking lot 5 regular and 1 handicap.
11. Use Deglar Waste for COVID-19 sanitation services.
12. Use Golf carts to transport Gullah Festival patrons with physical disabilities.
13. Provide a schedule of events weeks prior to the actual event.
14. Use the Tabernacle Baptist church located on 901 Craven St, Beaufort, SC 29902 to hold the Lest We Forget talking sessions and the Decoration Day play.

15. The Gullah Festival will complete a Contract of Indemnity with Beaufort County for usage of the county's parking lots....
  - a. Multi-Government Center parking lot – 100 Ribaut Road, Beaufort, SC
  - b. DSS Building parking lot – 1905 Duke Street, Beaufort, SC
  - c. BCSO dirt parking lot – 2001 Duke Street, Beaufort, SC
  - d. Santa Elena Foundation Building parking lot - Corner of Bladen and North Streets, Beaufort, SC
16. Will use the following policies for insurance coverage from Kinghorn Insurance of Beaufort which will also cover the Tabernacle Baptist church:
  - a. General Liability,
  - b. Accidental
  - c. Inclement Weather.
17. Use the following route for tours on Thursday, Friday, Saturday and Sunday.....

\*\*\* drive by's only

  - a. Mather School, Robert Smalls House, Beaufort Arsenal, Tabernacle Baptist Church, National Cemetery and Grand Army Hall.
  - b. If time permits, we will get out briefly and walk to the burial site of the 54th Regiment.

Respectfully,

Roy Hicks  
President of The Original Gullah Festival of Beaufort, SC



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 2/2/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request for JP Signature Events for co-sponsorship, waiver of the noise ordinance, drinking in public, and a waiver of alcohol in the Henry C. Chambers Waterfront Park in order to host the first annual Beaufort Lowcountry Music Festival on June 8, 2024, from 12:00 pm -8:00 pm  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

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*BACKGROUND INFORMATION:*

JP Signature Events is requesting to host the first annual Beaufort Lowcountry Music Festival in the Henry C. Chambers Waterfront Park on June 8, 2024, from 12:00 pm - 8:00 pm. They are requesting co-sponsorship for use of the park, a waiver of the noise ordinance for the music, as well as a waiver of alcohol in the park and drinking in public. It would be a day of live music, food, and drinks in the park.

---

***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

Staff recommends approval

**ATTACHMENTS:**

Description	Type	Upload Date
Beaufort Lowcountry music festival letter	Cover Memo	2/2/2024
Beaufort low country music festival cosponsorship	Cover Memo	2/2/2024

Jamie Peart  
J.P. Signature Group  
Keller Williams  
604 Bladen Street  
Beaufort, SC 29907  
[jamiepeart.realtor@gmail.com](mailto:jamiepeart.realtor@gmail.com)  
(951) 852-5487

01/19/2023

City of Beaufort - City Council  
1911 Boundary Street  
Beaufort, South Carolina 29902

Subject: Letter of Intent for Beaufort Lowcountry Music Festival

Date of Event: 6/8/2024  
Date of Setup: 6/7/2024  
Time of Event: Event will be live from 12PM – 8PM

Dear Members of the City Council,

I am writing to express our sincere intent to organize the Beaufort Low Country Music Festival, a free family event aimed at building community spirit and showcasing the remarkable talent that our local low country has to offer.

Event Overview:

The Beaufort Low Country Music Festival is designed to bring together residents of Beaufort and surrounding areas for a day of musical celebration, fostering a sense of community and pride. Our primary goal is to create a vibrant and inclusive atmosphere that highlights the rich cultural heritage and artistic talent present in the Low Country. The tentative date is Saturday, June 8<sup>th</sup>, 2024, located in The Henry C. Chambers Waterfront Park on Bay Street in the heart of historic downtown Beaufort.

Key Features:

1. **Community Engagement:** The festival will serve as a platform to showcase local talent, encouraging a sense of community pride and supporting the region's artists.
2. **Security:** We plan to collaborate with the Beaufort Police Department to ensure the safety and well-being of all attendees. Their expertise will be instrumental in maintaining order and providing a secure environment for the festival.
3. **Medical Services:** The Beaufort Fire Department will be engaged to provide necessary medical services, ensuring prompt response and assistance in case of emergencies.

4. **Liability Insurance:** We understand the importance of safety and are committed to securing liability insurance coverage of 1 million dollars to address any unforeseen circumstances that may arise during the event mitigating any risk for the city.

5. **Power and Electrical:** The Beaufort Public Works Department will play a crucial role in facilitating power and electrical requirements for the festival, ensuring a smooth and reliable setup.

6. **Sanitation and Clean-Up:** The Greenery will help maintain and protect the grounds. Capital Waste Services (CSW) will provide trash and waster services. We intend to work with On-site Porta Potties for Restroom and hand washing station.

7. **Food Vendors:** We intend to reach out to local food trucks and vendors and work with public works to protect the grounds from their stations.

8. **Alcohol:** We are discussing partnerships with Shelling Ale Works and Lee Distributors for wine and beer only. We are prepared to obtain a license, purchase additional insurance, and will have stations setup to check IDs and provide bracelets.

**City Hall Waiver Requests:**

1. Noise
2. Alcohol in the Park
3. Fees to use the Park
4. Tent – if needed for 20 X 40 tent

We believe that the Beaufort Low Country Music Festival aligns with the values and spirit of our community, offering a wholesome and entertaining experience for all attendees.

We kindly request your support, sponsorship and collaboration in obtaining the necessary authorizations and approvals to host this event successfully. This is a not-for-profit event executed and sponsored by, volunteer, local businesses and business professionals. We respectfully ask for waivers of park rental and parking space fees. We are eager to work closely with the City of Beaufort to address any concerns or requirements that may arise during the planning process.

Thank you for your time and consideration. We look forward to the opportunity to contribute positively to the cultural vibrancy of Beaufort through the Beaufort Low Country Music Festival.

Sincerely,

Jamie Peart  
J.P Signature Group – Keller Williams of the Lowcountry  
951-852-5487

# REQUEST FOR CO-SPONSORSHIP

## Henry C. Chambers Waterfront Park

Name of Event Lowcountry Music Festival

Date of Event: June 8, 2024

Contact person: Jamie Peart

Telephone: 951-852-5487 OR

Brittany Underwood | 678-654-8006

Please check all that apply.

	Yes	No
<i>Are you a "For Profit" entity?</i>	Yes	***
<i>Is this a fund-raising event?</i>		No
<i>Is this event open to the public?</i>	Yes	
<i>Is there a required fee / donation to attend this event?</i>		No
<i>Are you requesting more than two (2) park areas for this event?</i>	Yes	
<i>Will there be any type of "sales" for this event?</i>		No
<i>Will this event require more than four (4) hours (includes setup &amp; take down)? This is a multiple day display</i>	Yes	
<i>Will alcohol be sold / served?</i>	Yes	

\*\*If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? \_\_\_\_\_

**Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.**

-----

Events Coordinator Recommendation:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_

Forward for Council Deliberation: \_\_\_\_\_

Date of Council Meeting

Council:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Greene/Hughes wedding reception requests a waiver of drinking in public, alcohol in a city park, and a waiver of the noise ordinance for a wedding reception on Saturday, June 15, 2024, from 4:00 pm - 9:00 pm in the Henry C. Chambers Waterfront Park  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

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*BACKGROUND INFORMATION:*

Greene/Hughes wedding reception requests a waiver of drinking in public, drinking city's parks, and a waiver of the noise ordinance for a wedding reception on June 15, 2024 from 4:00 pm - 9:00 pm in the Henry C. Chambers Waterfront Park. The wedding will take place in green 1 and they are expecting about 100 guests

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*PLACED ON AGENDA FOR: Action*

**REMARKS:**

Staff recommends approval

**ATTACHMENTS:**

Description	Type	Upload Date
Greene.hughes wedding application	Cover Memo	2/5/2024



**CITY OF BEAUFORT**  
**Waterfront Park Rental Reservation Application**  
**Downtown Operations & Community Services Department 500**  
**Carteret St Ste. B2 Beaufort, SC 29902**

**Phone:** 843-379-7519

**Fax:** 843-986-5606

Name of Event:  <u>Greene / Hughes Wedding Reception</u> <hr/>	Date(s) of Event: <u>Set up - 6/14 / Event Reception - 6/15</u> Setup start/end time: <u>Afternoon of 6/14 - Evening of 6/15</u> Actual event start/end time: <u>Start: 4:30 p.m. End: 9:00 p.m.</u> Take down start/end time: <u>Start: 9:10 p.m. End: 12:00 a.m.</u>
Organization/Individual Name: <u>Gannon Greene &amp; Zoe Hughes</u> <hr/>	Address: <u>220 Hall Ave, Homewood, AL 35209</u> Telephone: <u>205-227-8126</u> Email: <u>zoeeehughes@gmail.com</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St. Suite B2 Beaufort, SC

29902, or scan and email to [events@cityofbeaufort.org](mailto:events@cityofbeaufort.org).

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7519 or visit our website at [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

Is event open to the public? No

Will admission be charged, or donation required? No

Will alcoholic beverages be sold? \_\_\_\_\_ Served? Yes

Will food be sold? \_\_\_\_\_ Served? Yes

Will there be any retail sales? No

Number of people expected to attend: 119

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

**Security Deposit is due upon approval of application**

**Fee payment due no less than 30 days prior to event.**

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

<b>WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS</b>			
<b>Park Area</b>	<b><u>4 HR Block</u></b>	<b><u>6 HR Block</u></b>	<b><u>12 HR Block</u></b>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 500.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 450.00	\$ 750.00	
Electric Fee	\$ 50.00	\$ 75.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

**Did you know?**

**BEAUFORT PRIDE OF PLACE** is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation. please contact the City Manager's office @ 843-525-7070

**Liability Insurance**

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

**Alcohol**

- To serve alcohol or liquor at your event, you must obtain City Council approval.
- If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager’s office at (843)-525-7070. City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

*Joe Hughes*

\_\_\_\_\_  
Lessee/Applicant Signature

9/25/2023

\_\_\_\_\_  
Date

-----**This section for City use**-----

\_\_\_\_\_  
Downtown Operations

\_\_\_\_\_  
Date Application Received

Deposit Paid: \_\_\_\_\_ Fees Paid: \_\_\_\_\_ Deposit to be Refunded: \_\_\_\_\_



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request from Beaufort Water Festival for use of the Henry C. Chambers Waterfront Park, street closures, sale of alcohol, use of seawall, day dock, waiver of noise ordinance and sponsorship for Opening Ceremonies Fireworks for the 68th Annual Beaufort Water Festival, July, 9 - 22, 2024  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

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*BACKGROUND INFORMATION:*

The following are requests for use, permissions, and waivers necessary to the logistical and safety purposes of the festival:

1. Request permission to place a mobile work trailer at the Downtown Marina. Placement will be from 7:00 am July 9, 2024, and removal by 8:00 am on July 23, 2024. In the event of severe weather (hurricane) these will be removed from the Downtown Marina in Beaufort.
2. Request closure of Waterfront Park seawall with exception of safety water event vessels, from July 12 - 21, 2024.
3. Request closure of the day dock adjacent to the playground on Saturday, July 13 from 7:00 am to 1:00 pm for the use of the Beaufort Water Festival during the Raft Races and on Sunday, July 14 from 10:00 am to 3:00 pm for the Ski Show.
4. Request permission to erect temporary signage at the intersection of Ribaut and Bay and on Highway 170 pending utility inspection and approval from the Open Land Trust.
5. Request permission to install temporary power service in several locations subject to building code inspection.
6. Request permission to erect a surface mounted sign near the pavilion to showcase sponsors.
7. Request waiver of noise limitation ordinance from July 12-21, 2024.
8. Request sole permitting authority for concessionaires in the park from July 12-21, 2024. The Beaufort Water Festival will act as the sole agent for concessionaires during this time frame to determine fee amounts, types, and method of sale for all types of concessions to be marketed.
9. Request a waiver of the City Code prohibiting placement of banners, ribbons, and similar devices for July 12-21, 2024.

10. Request closure of Charles Street Extension to public traffic for loading, unloading and emergency egress of safety personnel for July 9-23, 2024.

11. Request permission to sell alcoholic beverages during the Beaufort Water Festival. The Beaufort Water Festival will apply to the State of SC for a permit and a license for that time frame. Water Festival will not sell alcoholic beverages on either Sunday of the Festival.

12. Request closure of Bay Street from Bladen to Newcastle during the hours of 4:30 pm to 6:30 pm on Friday, July 19, 2024, to conduct the annual bed races.

13. Request parade permit for Saturday, July 20, 2024. Parade times will be from 10:00 am to 12:00 pm. The parade route will follow Boundary to Carteret to Bay and conclude at the corner of Bladen and the old Federal Courthouse.

14. The Beaufort Water Festival is in negotiations with our safety partners, Police, Fire/Rescue, EMS, and SP+ to ensure all our guests are always safe while visiting the Waterfront Park during our events.

15. We are also requesting the City's continued sponsorship of our fireworks display, in the amount of seven thousand, five hundred dollars (\$7,500.00) credited towards our invoice from the City.

16. We would request to have all permits and fees waived for inflatables used on July 14, 2024.

As in the past, we will participate with all your departments in a cooperative discussion of the requests listed. Any changes and/or modification will be subject to your approval.

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***PLACED ON AGENDA FOR: Action***

***REMARKS:***

Staff recommends approval

**ATTACHMENTS:**

Description	Type	Upload Date
68th annual Beaufort Water Festival	Cover Memo	2/5/2024



# 68th Beaufort Water Festival

*"A Summer to Remember"*

July 12-21, 2024

P.O. Box 52, Beaufort, South Carolina 29901

## COMMODORE

Josh Schott  
(843) 812-1740

## PROGRAM COORDINATOR

Todd Stowe  
(843) 812-4656

COMMODORES	Year
James Nutt	2023
Shawna Doran	2022
Erin "Tank" Morris	2020-21
Brian Patrick	2019
Stacey Canaday	2018
Jason Berry	2017
Chris Canaday	2016
Bill Damude	2015
Brandy Gray	2014
Dan Thompson	2013
John Gentry*	2012
Bob Bible	2011
Sheri Little	2010
Wilmot Schott	2009
Les Brediger	2008
Erin Dean	2007
Keith Cummins*	2006
Richard Norris	2005
Marvin Morrison	2004
G.J. "Geordie" Madinger, III*	2003
Scott Seelhoff	2002
Ed Saxon	2001
Craig McTeer	2000
David Tempel	1999
Michael Yoakum	1998
Charles H. Steinmeyer	1997
Kevin D. Cuppia	1996
Frank Plair	1995
Mark A. Buskirk	1994
Lowell Keene	1993
Danny Charpentier	1992
Edward M. Wise	1991
W.K. "Pete" Pillow	1990
H. Ronald Tanner	1989
D.R. "Rusty" Simpson	1988
Hulston "Buster" Davis, Jr.	1987
J. Lee Bollman	1986
George B. Brown	1985
A. Duncan Fordham	1984
"Skeet" VonHarten	1983
William C. Robinson	1982
James D. Williamson*	1981
Claude E. Surface, Jr.*	1980
Owen Hand	1979
Ed Duryea	1978
Fred Kuhn*	1977
George Goldsmith	1976
Curt Copeland*	1975
John M. Finn*	1974
James G. Thomas*	1973
Thomas R. Garrett*	1972
Don Perry	1971
Robert Weiden*	1970
Elrid Moody*	1969
Arthur Home*	1968
W. Henry Jackson*	1967
Colden R. Batty, Jr.	1966
C.R. Powell*	1965
R. Ray Kearns*	1964
Henry V. Boyce, Jr.*	1963
Marvin H. Dukes*	1962
Robert G. McDowell*	1961
Roy Smith*	1960
Mrs. Mazie Terhune*	1959
Sammy Gray*	1958
Ed Pike*	1957
John M. Bigbee*	1956

\*Deceased

January 16, 2024

City of Beaufort  
Attn: Scott Marshall, City Manager  
1911 Boundary Street  
Beaufort, SC 29902

Re: 68<sup>th</sup> Annual Beaufort Water Festival

Dear Mr. Marshall,

The Beaufort Water Festival would like to thank the Mayor and City Council for their continued support of our Annual Festival. We appreciate your support along with your staff to help us with all the logistics needed to utilize the park and the police services. Our relationship is strong, and we continue to be good partners and engage actively in promoting Beaufort.

We request the utilization of the Henry C. Chambers Waterfront Park for the 68<sup>th</sup> Annual Beaufort Water Festival, from set-up on **Tuesday, July 9, 2024, through close-down on Monday, July 22, 2024**. The application (and deposit) for the use of the park on those dates has been previously submitted.

The following are requests for use, permissions, and waivers necessary to the logistical and safety purposes of the festival:

1. Request permission to place a mobile work trailer at the Downtown Marina. Placement will be from 7:00 AM July 9, 2024, and removal by 8:00 AM on July 23, 2024. In the event of severe weather (hurricane) these will be removed from the Downtown Marina in Beaufort.
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# 68th Beaufort Water Festival

*“A Summer to Remember”*

July 12-21, 2024

P.O. Box 52, Beaufort, South Carolina 29901

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Josh Schott  
(843) 812-1740

## PROGRAM COORDINATOR

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(843) 812-4656

### COMMODORES

Year	Commodore
2023	James Nutt
2022	Shawna Doran
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2019	Brian Patrick
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2017	Jason Berry
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1974	John M. Finn*
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1972	Thomas R. Garrett*
1971	Don Perry
1970	Robert Weiden*
1969	Elrid Moody*
1968	Arthur Home*
1967	W. Henry Jackson*
1966	Colden R. Battey, Jr.
1965	C.R. Powell*
1964	R. Ray Kearns*
1963	Henry V. Boyce, Jr.*
1962	Marvin H. Dukes*
1961	Robert G. McDowell*
1960	Roy Smith*
1959	Mrs. Mazie Terhune*
1958	Sammy Gray*
1957	Ed Pike*
1956	John M. Bigbee*

\*Deceased

4. Request permission to erect temporary signage at the intersection of Ribaut and Bay and on Highway 170 pending utility inspection and approval from the Open Land Trust.
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# 68th Beaufort Water Festival

*"A Summer to Remember"*

July 12-21, 2024

P.O. Box 52, Beaufort, South Carolina 29901

## COMMODORE

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(843) 812-1740

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George Goldsmith	1976
Curt Copeland*	1975
John M. Finn*	1974
James G. Thomas*	1973
Thomas R. Garrett*	1972
Don Perry	1971
Robert Weiden*	1970
Elrid Moody*	1969
Arthur Home*	1968
W. Henry Jackson*	1967
Colden R. Battey, Jr.	1966
C.R. Powell*	1965
R. Ray Kearns*	1964
Henry V. Boyce, Jr.*	1963
Marvin H. Dukes*	1962
Robert G. McDowell*	1961
Roy Smith*	1960
Mrs. Mazie Terhune*	1959
Sammy Gray*	1958
Ed Pike*	1957
John M. Bigbee*	1956

\*Deceased

13. Request parade permit for Saturday, July 20, 2024. Parade times will be from 10:00 AM to 12:00 PM. The parade route will follow Boundary to Carteret to Bay and conclude at the corner of Bladen and the old Federal Courthouse.

14. The Beaufort Water Festival is in negotiations with our safety partners, Police, Fire/Rescue, EMS, and SP+ to ensure all our guests are always safe while visiting the Waterfront Park during our events.

15. We are also requesting the City's continued sponsorship of our fireworks display, in the amount of seven thousand, five hundred dollars (\$7,500.00) credited towards our invoice from the City.

16. We would request to have all permits and fees waived for inflatables used on July 14, 2024.

As in the past, we will participate with all your departments in a cooperative discussion of the requests listed. Any changes and/or modification will be subject to your approval.

Thank you in advance for your support and assistance in putting on another safe and memorable Water Festival.

Sincerely,

Josh Schott

Commodore

68th Annual Beaufort Water Festival



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Request from Beaufort County Library for co-sponsorship for use of the Henry C. Chambers Waterfront Park to Host Friends of Beaufort Library Fall Book Sale, November 5 - 8, 2024, request of overnight camping in park, and fifteen (15) complementary parking spaces  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

---

*BACKGROUND INFORMATION:*

Request from Beaufort County Library for co-sponsorship for use of Henry C. Chambers Park to Host Friends of Beaufort Library Fall Book Sale, November 5-8, 2024, request of overnight camping in park, fifteen (15) complementary parking spaces. This is the exact same as they have done in years past.

---

***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

Staff recommends approval

**ATTACHMENTS:**

Description	Type	Upload Date
Library book sale	Cover Memo	2/5/2024





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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** Freeman wedding reception requests a waiver of drinking in public, drinking in city parks for a wedding reception on Saturday, November 9, 2024, from 12:00 pm - 6:00 pm in the Whitehall Park  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

---

*BACKGROUND INFORMATION:*

Freeman wedding reception requests a waiver of drinking in public, drinking city's parks for a wedding reception on November 9, 2024, from 12:00 pm - 6:00 pm in the Whitehall Park. They are expecting about 75 guests

---

***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

Staff recommends approval



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Ashley Brandon  
**AGENDA ITEM TITLE:** The Hawke/Tran wedding is requesting a waiver of the noise ordinance for a wedding reception taking place at the Beaufort Inn and Tabby Place on December 31, 2025, from 8:00 pm - 1:00 am  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** Downtown Operations

---

*BACKGROUND INFORMATION:*

The Hawke/Tran wedding is requesting a waiver of the noise ordinance for a wedding reception taking place at the Beaufort Inn and Tabby Place on December 31, 2025, from 8:00 pm- 1:00 am. They are expecting 175 people.

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***PLACED ON AGENDA FOR:*** Action

***REMARKS:***

Staff recommends approval



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 2/5/2024  
**FROM:** Scott Marshall, City Manager  
**AGENDA ITEM TITLE:** An Ordinance authorizing acceptance of Limited Warranty Deed, authorizing approval of Easement Agreement; and other matters related thereto - First Reading  
**MEETING DATE:** 2/13/2024  
**DEPARTMENT:** City Managers Office

---

*BACKGROUND INFORMATION:*

The ordinance and its requisite attachments are presented for Council's consideration relative to the acquisition of property and simultaneous conveyance of an easement.

Beaufort County is constructing a public road for the benefit of the City of Beaufort. The road runs across and through property currently owned by Airport Junction, LLC. The road, which is expected to be completed the first week of March, 2024, was constructed by the County via a Right of Entry Agreement with the owner in anticipation of the property being deeded to the City of Beaufort.

The road was constructed by the County as a result of an Intergovernmental Agreement (IGA) between Beaufort County and the City of Beaufort dated March 19, 2020. The agreement stemmed from a 2017 traffic study, as part of the Lady's Island Corridor Study, which identified the need for the road as a necessary project to improve safety and capacity in the Lady's Island corridor. It was deemed the "Lost Island Connectivity Project." Under the IGA, the City of Beaufort is responsible for property acquisition and maintenance of the road once it is constructed.

In July of 2021, City Manager William Prokop signed a letter to Fred Trask, who was the owner of the property at the time, stating that the City and Mr. Trask had agreed on a price of \$95,000.00 for the property. The City issued payment for the property and Mr. Trask countersigned the agreement in October of 2021.

The matter appears to have set dormant, with no further action being taken, until the County began construction of the road in the second quarter of 2023. At this time, the City Manager's office, with the assistance of the Pope Flynn Group, began negotiations with the new owners of the property, Airport Junction, LLC, regarding acquisition of the property, given that the road was under construction. The negotiations were centered around Airport Junction's desire to retain wide latitude to be able to make modifications to the road and associated infrastructure, at will, even after it becomes a public road.

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***PLACED ON AGENDA FOR: Action***

***REMARKS:***

As a result of the above mentioned negotiations, the ordinance attached for consideration accepts a limited warranty deed for the property and grants an easement to Airport Junction which includes provisions for a drainage easement, limited rights to modify the road drainage easement area, the ability to tie in private development with strict limitations in place, and a utility easement.

The City and Airport Junction have reached an acceptable compromise regarding future access and drainage as contemplated by the easement authorized by the approving ordinance.

Staff recommends approval of the Ordinance.

Suggested Language for Motion:

***"I MOVE TO APPROVE AN ORDINANCE AUTHORIZING ACCEPTANCE OF LIMITED WARRANTY DEED, AUTHORIZING APPROVAL OF AN EASEMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO, AS PRESENTED."***

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance with Exhibits	Ordinance	2/5/2024
Intergovernmental Agreement (IGA)	Backup Material	2/5/2024
Beaufort County Right of Entry Letter	Backup Material	2/5/2024

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF LIMITED WARRANTY DEED, AUTHORIZING APPROVAL OF AN EASEMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, the City of Beaufort, South Carolina (the “*City*”) is a municipal corporation of the State of South Carolina (the “*State*”) located in Beaufort County, South Carolina, and as such possesses all general powers granted by the Constitution and statutes of the State of South Carolina to such public entities.

**WHEREAS**, Beaufort County, South Carolina is constructing a public road (the “*Road*”) for the benefit of the City that runs over, across and through property (the “*Airport Junction Property*”) owned by Airport Junction, LLC (“*Company*”).

**WHEREAS**, Company, in consideration of the planned usage for the Road for public access and the sum of \$95,000.00 paid to a member of Company, has determined to convey the Road to the City under the terms of the Limited Warranty Deed (the “*Deed*”), a copy of which is attached hereto as Exhibit A.

**WHEREAS**, to facilitate the construction of the Road and Company’s future development of the Airport Junction Property, the City and Company desire to enter into an easement agreement (the “*Easement Agreement*”), a copy of which is attached as Exhibit B.

**WHEREAS**, the City Council of the City of Beaufort, as the governing body of the City (the “*Council*”), has determined to accept the Deed and authorize the execution and delivery of the Easement Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Beaufort duly assembled, as follows:

Section 1: Findings

Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct.

Section 2: Conveyance; Deed

A. The Council has reviewed the Deed, the form of which is attached to this Ordinance as Exhibit A, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if Deed was set out in this Ordinance in its entirety.

B. By the terms hereof, the Council, acting on behalf of the City, accepts the Deed and the conveyance of the Road thereunder.

C. The consummation of such conveyance, the payment of \$95,000.00, and such additional transactions and undertakings as may be determined by the City Manager, acting on behalf of City, to be necessary or advisable in connection therewith, are hereby authorized and approved.

Section 3: Easement Agreement

The form, provisions, terms, and conditions of the Easement Agreement, as attached at Exhibit B to this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Agreement was set out in this Ordinance in its entirety. The City Manager of the City of Beaufort (the “*City Manager*”) is hereby authorized, empowered, and directed to execute the Easement Agreement in the name and on behalf of the City. The Clerk to the City Council and any other applicable witnesses are hereby authorized, empowered and directed to attest the same; and the City Manager is further authorized, empowered, and directed to deliver the Easement Agreement to the Company. The Easement Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the City thereunder and as shall be approved by the official or officials of the City executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Easement Agreement now before this meeting.

Section 4: Other Documents; Closing; Ratification of Prior Actions

In connection with the delivery of the Deed and the negotiation, delivery and execution of the Easement Agreement, the City Manager may arrange for the acceptance of the Road and is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable as necessary to acquire the Road. Any actions previously undertaken by the City Manager, the Council or City staff in connection with the execution and delivery of the Deed (including the payment of the sum of \$95,000.00), negotiation of the Easement Agreement, or any other negotiations involving the Road or Easement Agreement prior to the enactment of this Ordinance are ratified and confirmed.

Section 5: Severability

If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of the other provisions of this Ordinance.

Section 6: Repealer

Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 7: Inconsistency

All ordinances, Ordinances or parts of any ordinances or Ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 8: Effect

This Ordinance shall be enacted immediately upon approval by the Council.

**DONE AND ORDAINED IN COUNCIL ASSEMBLED**, this 27th day of February 2024.

CITY OF BEAUFORT,  
SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

First Reading: February 13, 2024  
Second Reading: February 27, 2024

EXHIBIT A  
LIMITED WARRANTY DEED



THIS CONVEYANCE IS MADE SUBJECT TO all easements, covenants, conditions, and restrictions of record, all zoning and land use ordinances, restrictions, and regulations, and all matters that would be disclosed by a physical inspection of the Property or a current survey thereof (collectively, the “Exceptions”).

TO HAVE AND TO HOLD, all and singular the Property unto the said Grantee, its successors and assigns.

AND Grantor does hereby bind itself, its successors and assigns, subject to the Exceptions, to warrant and forever defend all and singular the Property unto the said Grantee, its successors and assigns, against itself and its successors and assigns, and against all persons claiming through or under the Grantor, but not otherwise.

[SIGNATURES ON FOLLOWING PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**EXHIBIT A**

**Legal Description of Property**

**ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND** situate lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, consisting of 0.92 ACRES, MORE OR LESS, shown as “**AREA OF RIGHT OF WAY**” on a plat entitled “**BOUNDARY FOR ROAD R.O.W. AND 40’ DRAINAGE EASEMENT R123 018 0215 0000**” prepared by Gasque & Associated Inc, dated January \_\_, 2024 and recorded \_\_\_\_\_, 2024 in the Office of the Register of Deeds for Beaufort County in **Plat Book \_\_\_\_ at Page \_\_\_\_**.

TMS R123 018 0215 0000 (Portion)

DERIVATION: This being a portion of the same property conveyed to the within Grantor by deed of Frederick G. Trask and Mary Louise Trask dated December 26, 2000 and recorded in the Office of the Register of Deeds for Beaufort County on February 2, 2001 in Book 1367 at Page 1435.

EXHIBIT B  
EASEMENT AGREEMENT



City covenants with Airport Junction that the City shall not initiate grading or development changes to the Road or the Road Drainage Easement Area that will in any way cause or result in the collection of surface or storm water upon any portion of the Airport Junction Property other than over, within, or through the Road Drainage Easement Area.

3. Modification of Road Drainage Easement Area. Airport Junction hereby reserves the right, at its sole cost and expense, to (i) modify, enlarge, reconfigure, and/or relocate the Road Drainage Easement Area (including any pipes, fittings, and other drainage appliances within or without the Road Drainage Easement Area) or (ii) combine the Road Drainage Easement Area with other drainage facilities on the Airport Junction Property, provided always that any such modification or reconfiguration of the Road Drainage Easement Area performed by Airport Junction (a) shall not adversely affect the Road (including the standard usage or structural integrity thereof), (b) shall only be performed by directional drilling or other trenchless technologies such that the surface of the Road is not affected and any subsurface activities are structurally reinforced as necessary for the Road to function as intended; (c) shall not materially increase the maintenance costs of the Road Drainage Easement Area or unduly burden the City in respect of its other obligations as set forth in Section 2, above, and/or (d) shall be constructed in accordance with all applicable local, state, and federal regulations and requirements.

4. Connections to Road. Airport Junction shall have the right, at its sole cost and expense, and hereby reserves a permanent, non-exclusive easement over and across the Road Parcel to “tie in” and connect its driveways and drive aisles on the Airport Junction Property to the Road within each area shown as a “Driveway Access Area” on **Exhibit B**. For the avoidance of doubt, Airport Junction shall be allowed to connect to the Road in only one (1) location within each Driveway Access Area such that no more than three (3) Driveway Access Areas in total shall be allowed, and the Driveway Access Area nearest Sea Island Parkway (U.S. Hwy. 21) shall not be modified or changed that would result in such Driveway Access Area being moved closer to Sea Island Parkway (U.S. Hwy. 21).

5. Utilities. Airport Junction shall have the right, at its sole cost and expense, and hereby reserves a permanent, non-exclusive easement over, across, under, and through the Road Parcel to (i) access, connect, tap into, inspect, maintain, repair, replace and operate any existing or future water, sanitary sewer, telecommunication, storm drainage and electric lines now or hereafter located within the within-conveyed property (collectively, the “Utility Lines”) and (ii) to construct, install, maintain, repair, replace, relocate, and operate any Utility Lines necessary or convenient to develop the Airport Junction Property. Airport Junction shall employ directional drilling or the so-called “jack and bore” method within the Road Parcel and under the Road and shall use commercially reasonable and best efforts to not engage in any “open cutting” of the Road. In the event open cutting of the Road is necessary, the existing asphalt pavement shall be removed and replaced no less than ten feet (10’) on either side of the trench and shall extend the full width of the Road. Airport Junction shall repair and mill the Road surface in a manner that provides for a smooth transition between the existing and

repaired pavement. Any trenches across the Road shall be backfilled with flowable fill. Airport Junction (or its successor and assigns) shall be solely responsible for the payment of any tap or connection fees required to be paid to the appropriate governmental entities to allow it to connect to the Utility Lines.

6. Temporary Construction Easements.

(a) Access. The City hereby grants unto Airport Junction a temporary construction easement over and across the portions of the Road Parcel comprising the Driveway Access Areas for the purpose of allowing Airport Junction to connect the driveways and drive aisles on the Airport Junction Property to the Road, as contemplated in Section 4, above. The temporary construction easement granted in this Section 6(a) shall expire at the end of the forty-eighth (48<sup>th</sup>) month after the Effective Date.

(b) Utilities. The City hereby grants unto Airport Junction a temporary construction easement over and across the Road Parcel for the purpose of allowing Airport Junction to connect the driveways and drive aisles on the Airport Junction Property to the Road, as contemplated in Section 5, above. The temporary construction easement granted in this Section 6(b) shall expire at the end of the forty-eighth (48<sup>th</sup>) month after the Effective Date.

7. Indemnification. Airport Junction hereby agrees to indemnify and hold the City harmless of and from any claims, losses, causes of action and damages arising out of any negligent act or omission of Airport Junction, or its agents, employees, licensees or invitees relating to the use of the easements granted to Airport Junction herein, unless such claims, losses, causes of action and damages arise from the negligent act or omission of the City or its agents, employees, licensees or invitees.

8. Termination of Easement. The Parties acknowledge the existence of that certain plat prepared for Flora Trask (predecessor in title to Airport Junction) dated November 14, 1976, and recorded in Plat Book 27 at Page 100, Beaufort County records (the "1976 Plat"), which shows thereon a proposed fifty-foot (50') easement for a future road generally along the southern and western boundaries of the Airport Junction Property, and includes a portion of the Road Parcel in the southwestern portion of the Airport Junction Property. Prior to the construction of the Road, no public or private road or other access way was or has been constructed in the area shown as "50' ESMT FUTURE ROAD" on the 1976 Plat, and Airport Junction will execute and record a termination of any claim to any easement existing within those portions of the area shown as "50' ESMT FUTURE ROAD" on the 1976 Plat lying outside the Road Parcel.

9. Binding Effect. The easements and covenants set forth above are of a commercial nature, freely transferable, and are intended to be, and shall be construed as, easements and covenants appurtenant to and running with the land and shall bind and inure to the benefit of the Parties, their successors, successors in title, and assigns.

10. Applicable Law. This instrument shall be construed in accordance with the laws of the State of South Carolina.

11. Entire Agreement. This Easement Agreement constitutes the entire agreement of the Parties and the same may not be amended or modified orally. All understandings and agreements heretofore had between the Parties are merged in this Easement Agreement, which alone fully and completely expresses their understanding.

12. Counterparts. This Easement Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on the Parties hereto, notwithstanding that both Parties shall not have signed the same counterpart.

**[SIGNATURES ON FOLLOWING PAGES]**



WITNESSES:

THE CITY:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness No. 1

THE CITY OF BEAUFORT, SOUTH  
CAROLINA, a South Carolina municipal  
corporation [SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness 2/Notary Public Signature

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that \_\_\_\_\_,  
\_\_\_\_\_ of The City of Beaufort, South Carolina, a South Carolina  
municipal corporation, personally appeared before me, and having satisfactorily proven  
to be the person whose name is subscribed above, has acknowledged the due execution of  
the foregoing instrument.

Witness my official seal this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description – Airport Junction Property**

EXHIBIT A

PARCEL 1:

ALL THAT CERTAIN PIECE, parcel, or tract of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, being a portion of Eustis Plantation, consisting of 1.81 acres and having such metes, courses, distances and bounds as will more fully appear on that certain plat or map prepared by David E. Gasque, R.L.S., dated April 12, 1996 and recorded May 13, 1996 in the office of the Beaufort County Register of Deeds in Plat Book 56 at Page 90.

AND ALSO, PARCEL 2:

ALL THAT CERTAIN PIECE, parcel, or tract of land, situate, lying and being on Lady's Island in Beaufort County, South Carolina, consisting of 13.41 acres, more or less, being shown on a plat prepared by R.D. Trogon, Jr., dated November 14, 1978 and recorded December 27, 1978 in the office of the Beaufort County Register of Deeds in Book 27 at Page 100.

LESS AND EXCEPTING, HOWEVER:

A 0.35-acre parcel of land, and all improvements thereon, if any, conveyed by right-of-way deed of Sea Island Homeplace Limited Partnership to the South Carolina Department of Transportation dated September 2, 1997, and recorded September 18, 1997 in the office of the Beaufort County Register of Deeds in Book 980 at Page 1892.

And being also described as:

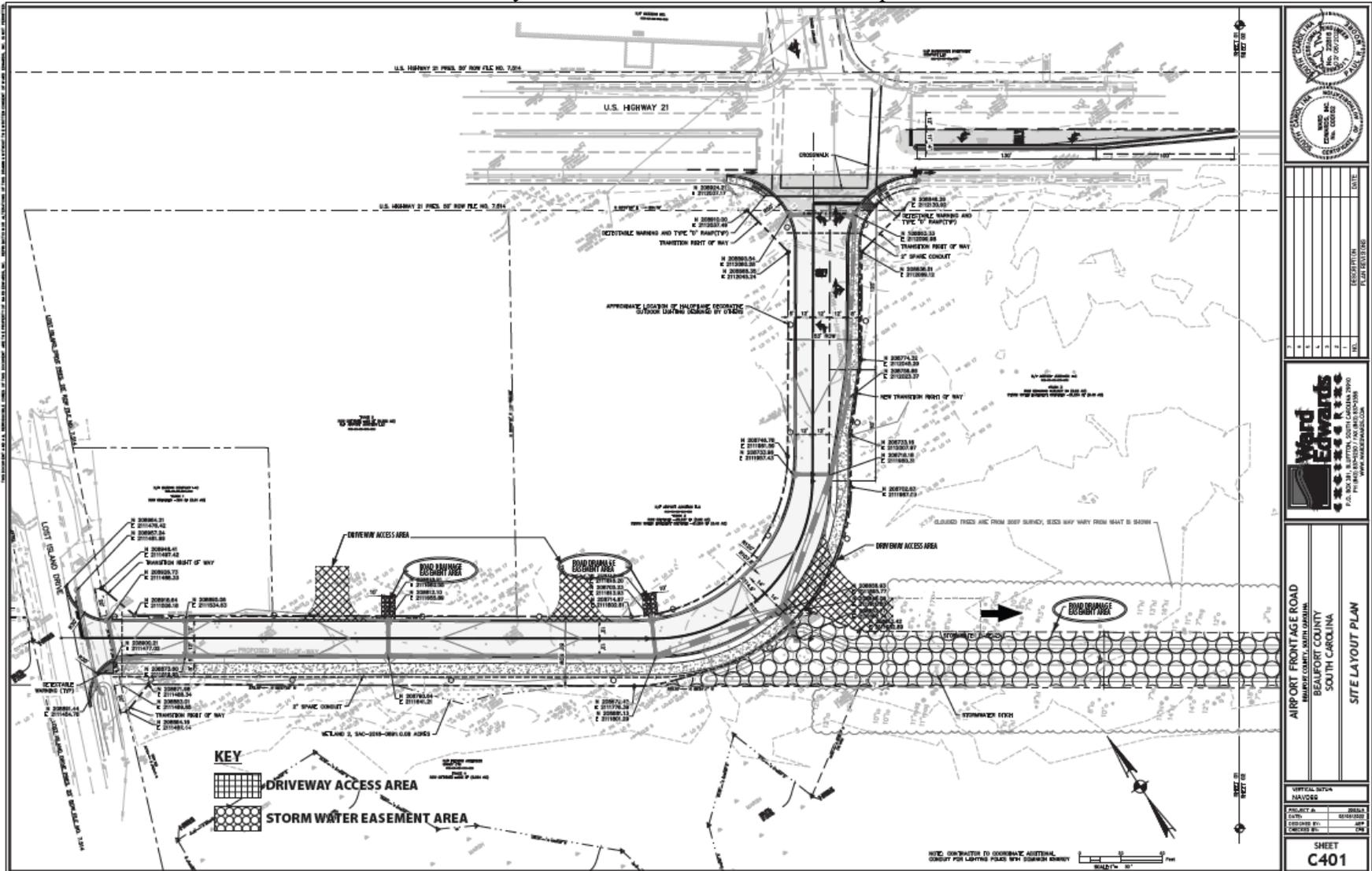
ALL THOSE CERTAIN PIECES, parcels, or tracts of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, consisting of approximately 14.94 acres in the aggregate, and being shown and delineated on that certain ALTA/NSPS Survey prepared for Airport Retail Investment, LLC by Gasque & Associates Inc., dated May 10, 2022 and being identified as TMS R123 018 000 054D 0000, comprising approximately 1.82 acres and TMS R123 018 000 0215 0000, comprising approximately 13.12 acres; reference being craved to said survey for a more complete and accurate description, be all measurements a little more or less.

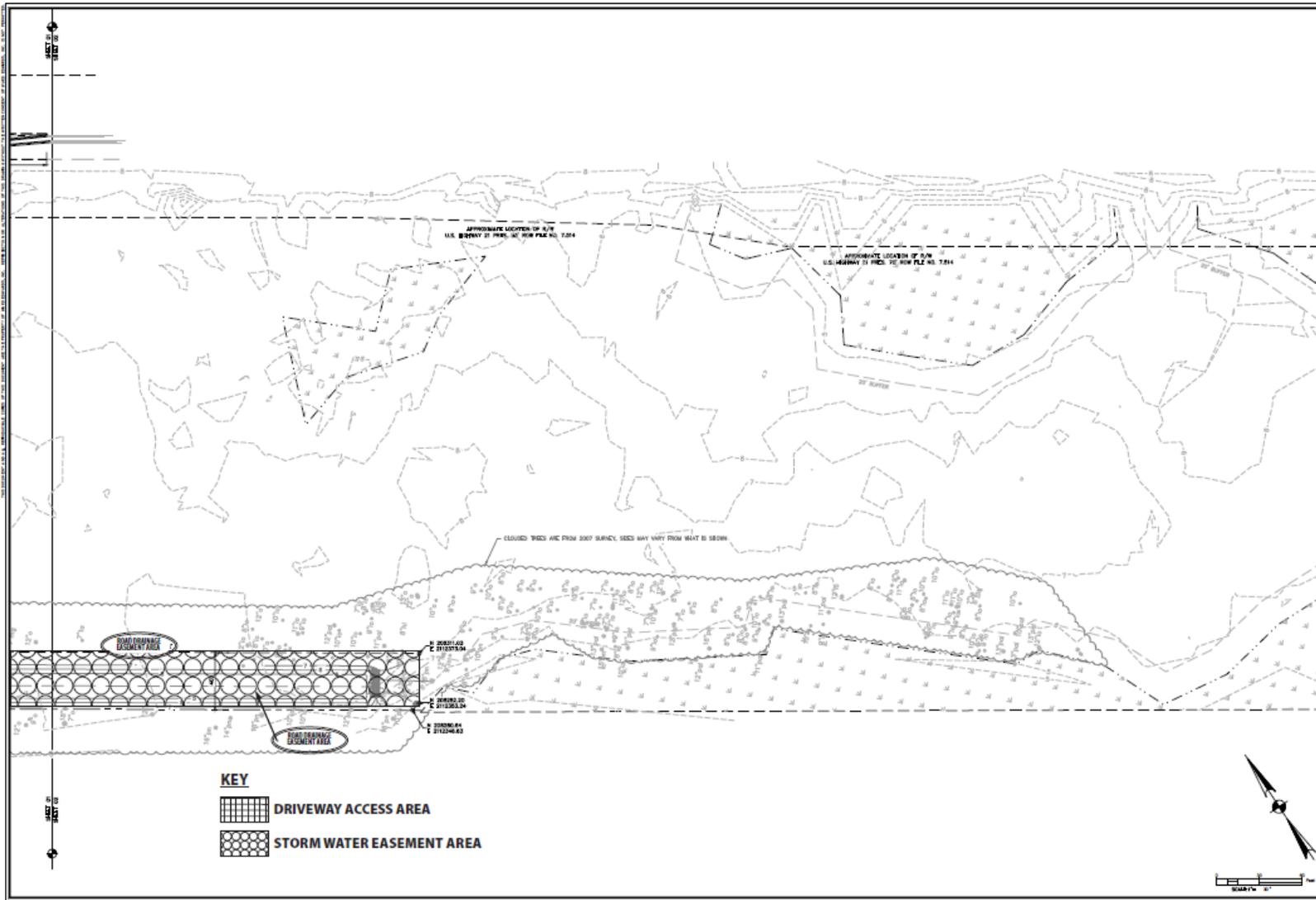
LESS AND EXCEPTING, HOWEVER:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND situate lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, consisting of 0.92 ACRES, MORE OR LESS, shown as "AREA OF RIGHT OF WAY" on a plat entitled "BOUNDARY FOR ROAD R.O.W. AND 40' DRAINAGE EASEMENT R123 018 0215 0000" prepared by Gasque & Associates Inc, dated January \_\_, 2024 and recorded \_\_\_\_\_, 2024 in the Office of the Register of Deeds for Beaufort County in Plat Book \_\_\_\_ at Page \_\_\_\_.

# EXHIBIT B

## Roadway Connection & Storm Water Description





NO.	DESCRIPTION	DATE

**Ward Edwards**  
INCORPORATED  
REGISTERED PROFESSIONAL ENGINEER  
REGISTERED PROFESSIONAL SURVEYOR  
SOUTH CAROLINA  
No. 10000  
www.wardedwards.com

AIRPORT FRONTAGE ROAD  
HAWORTH COUNTY, SOUTH CAROLINA  
BEAUFORT COUNTY  
SOUTH CAROLINA  
SITE LAYOUT PLAN

SHEET C402	
DATE	
DESIGNED BY	
CHECKED BY	
DATE	

FOR CONSTRUCTION

**INTERGOVERNMENTAL AGREEMENT  
FOR CONSTRUCTION AND IMPROVEMENTS AT  
US 21 AIRPORT AREA AND FRONTAGE ROAD  
(LOST ISLAND CONNECTIVITY PROJECT)**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) by and between the City of Beaufort, South Carolina, a municipal corporation (“City”), and Beaufort County, South Carolina, a political subdivision of the state of South Carolina (“County”) is made and entered into this 19<sup>th</sup> day of March 2019.<sup>20</sup>

WHEREAS, the City and the County recognize the need to improve the safety and the capacity of US 21 across Lady’s Island for the public good. To that end the City did, in 2017, commission Stantec, an engineering firm, and Ward Edwards Engineering to conduct a traffic study and to make recommendations on steps the City and the County can take improve both; and

WHEREAS, on May 19, 2017, Stantec published a report entitled Lady’s Island Corridor Study (Study”) which identifies nine (9) specific projects all of which are designed to improve safety and capacity on US 21 across Lady’s Island including improvements on US 21 in the area of the airport. One of the improvements listed in the Study, in fact the final project listed in the Study, is designated US 21 Airport Area and Frontage Road (hereinafter “Lost Island Connectivity Project” or “Project”); and

WHEREAS, the County did, by Resolution (Exhibit “A”), approve and adopt the Study and added the projects designated therein to the County’s Transportation Capital Improvement Plan (“CIP”); and

WHEREAS, the County did, thereafter, adopt an Ordinance which called for a Referendum on a proposed Transportation Sales and Use Tax. Included in that Ordinance and Referendum was a list of projects to which the revenue generated by the tax, if approved, would apply. The projects listed in the Referendum, which the voters approved in November 2018, included the projects listed in the Study; and

WHEREAS, thereafter, specifically in May 2019, the City committed \$95,000 of City Funds to the Lost Island Connectivity Project; and

WHEREAS, the City and the County are preparing to embark on the planning and construction phases of the Project. They wish to enter into this agreement which will clarify, identify and delineate the roles of each entity relating to the Project so they can move forward with the award, administration and management of it.

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, the City and the County hereby agree as follows:

1. The County shall assume responsibility for the planning, award, administration, and management of all contracts concerning, relating and pertaining to the Project except as specified in paragraph 4 below.

2. In the interest of continuity, timely response to issues which arise and fiscal control over the Project, the County will be responsible for day to day oversight of the Project.
3. All planning and construction expenses associated with the Project (specifically excluding all costs and expenses associated with all property acquisition [including, for instance but not limited to, condemnation, rights of way, easements of all types, etc.]) shall be paid with revenue generated by the 2018 Transportation Sales and Use Tax.
4. County will be responsible for the procurement, administration, and cost of the design phase of the project to include all necessary permitting. The roadway infrastructure will be designed to adhere to the most recent amended version of the City's Street Network and Design Standards (Section 7.2) and Appendix C of "The Beaufort, SC Code" which was formerly adopted by the City on June 27, 2017. City to review
5. The City shall bear all costs and expenses associated with all property acquisition including, for instance but not limited to, condemnation, rights of way, easements of all types, etcetera.
6. The City and the County that County shall deduct ten (10%) percent from each contractor payment as retainage. Retainage may, in County's sole discretion, be reduced to five (5%) percent upon fifty (50%) percent completion of the Project. All retainage will be paid upon satisfactory completion of the Project as required by the Contract Documents.
7. Upon completion of the project, the County will not retain any interest in the roadway improvements and the City will maintain the facility as a City street
8. Any notice under this Agreement shall be delivered in writing to the following:

To the City:                      Mr. William Prokop  
    City Manager  
    1911 Boundary Street  
    Beaufort, SC 29902

To the County:                      Ms. Ashley Jacobs  
    County Administrator  
    P. O. Drawer 1228  
    Beaufort, SC 29901-1228

9. The City and the County agree that procurement of goods or services in the furtherance of the Project shall be pursuant to Beaufort County procurement policies, ordinances and/or guidelines as well as any relevant state or federal procurement requirements which may be applicable if state and/or federal grant funding is received. The parties expressly agree to be bound by the County's interpretation of the same.
10. This Agreement constitutes the full and complete agreement between the parties relative to the Project. Neither party relies upon, or has the right to rely upon, any representation

regarding the terms of this Agreement regardless of whether such representations are oral or written, consistent or inconsistent with the terms set forth herein. This Agreement supersedes and replaces all previous Agreements discussion between the parties relating to the Project. To the extent any term or condition of this Agreement contradicts a term or condition in a previous Agreement or discussion, the terms and conditions set forth herein shall prevail.

11. This Agreement cannot be amended except in writing and with the mutual consent of the parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

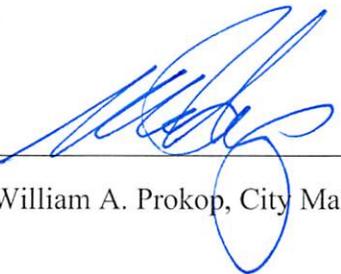
WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

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

William A. Prokop, City Manager

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

Ashley Jacobs, County Administrator

**FIRST AMENDMENT  
INTERGOVERNMENTAL AGREEMENT  
FOR CONSTRUCTION AND IMPROVEMENTS AT  
US 21 AIRPORT AREA AND FRONTAGE ROAD  
(LOST ISLAND CONNECTIVITY PROJECT)  
ORIGINAL AGREEMENT DATED: MARCH 19, 2020**

THIS FIRST AMENDMENT to the Intergovernmental Agreement (“IGA”) by and between the City of Beaufort, South Carolina, a municipal corporation (“City”), and Beaufort County, South Carolina, a political subdivision of the state of South Carolina (“County”) dated March 19, 2020, is made and entered into this 16<sup>th</sup> day of September 2021.

The City and County desire to change paragraph 3 which states “All planning and construction expenses associated with the Project (specifically excluding all costs and expenses associated with all property acquisition [including, for instance but not limited to, condemnation, rights of way, easements of all types, etc.]) shall be paid with the revenue generated by the 2018 Transportation Sales and Use Tax”.

The amendment shall read: “All planning and construction expenses associated with the Project (all costs and expenses associated with all property acquisition are defined in item 5) shall be paid with the revenue generated by the 2018 Transportation Sales and Use Tax”.

The City and County desire to change paragraph 5 which states “The City shall bear all costs and expenses associated with all property acquisition including, for instance but not limited to, condemnation, rights of way, easements of all types, etcetera.”

The amendment shall read: The City shall bear all costs and expenses associated with, for instance but not limited to, condemnation, rights of way, easements of all types, etcetera, for the acquisition of property from Airport Junction, LLC only. The County will acquire any other properties necessary for the construction of the project.

All other mutual covenants remain in effect. This Agreement cannot be further amended except in writing and with the mutual consent of the parties.

Any notice under this Agreement shall be delivered in writing to the following:

To the City:                    Mr. William Prokop  
   City Manager  
   1911 Boundary Street  
   Beaufort, SC 29902

To the County:                Mr. Eric Greenway  
   County Administrator  
   PO Drawer 1228  
   Beaufort, SC 29901-1228

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

WITNESSES:

Traci Bolden  
Jay Phillips  
Cheryl Harris  
[Signature]

By: [Signature]  
William A. Prokop, City Manager

By: [Signature]  
Eric Greenway, County Administrator

**THE STATE OF SOUTH CAROLINA** )  
 ) **RIGHT OF ENTRY AGREEMENT**  
**COUNTY OF BEAUFORT** )

Road/Route **Airport Frontage Road**  
Project ID No. **N/A**  
Tract **TMS R123-018-000-0540-0000**  
**& R123-018-000-0215-0000**

THIS AGREEMENT entered into this 11 day of February, 2023, by and between Airport Junction, LLC, a South Carolina limited liability company, hereinafter referred to as the “the Landowner or their representative”, and City of Beaufort, hereinafter referred to as “the City” and County of Beaufort, hereinafter referred to as “the County”.

In consideration of mutual promises and covenants each running to the other, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Landowner or their representative hereby grants to the City and County and their contractors the right to enter the Landowner’s property to build the above referenced highway project, in the location and having the width, length, and other dimensions as shown on the that certain Site Layout Plan attached hereto as Exhibit A and incorporated herein by this reference (the “Site Layout Plan”). It further grants to utility companies and their contractors the right to relocate utilities as necessary for the project, but only within the limits of the new right of way.

2. The Landowner or their representative acknowledge the letter entitled “Easement for property located at 260 Sea Island Parkway” and compensation which was disbursed by the City on 29 day of October, 2021, for the above referenced highway project.

**Airport Junction, LLC TMS R123-018-000-0540-0000 & R123-018-000-0215-0000**

3. This granting of this right of entry allows for the City and County to construct the project in accordance with the Site Layout Plan (unless otherwise agreed by Landowner, the City, and the County) during the resolution of the final execution of the right of way documents.

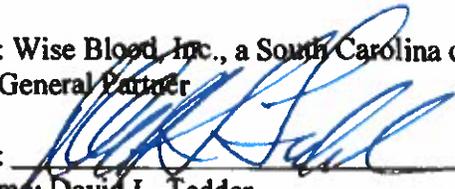
4. Notwithstanding any provision in this Agreement, neither the right of way nor the roadway constructed therein shall be opened to or used by the public until all right of way documents referenced in Section 3, above, are executed and recorded.

5. The City and the County shall coordinate with Landowner's engineers in determining the final design of the above referenced highway project, location of access points, and cross access rights.

Airport Junction, LLC, a South Carolina limited liability company

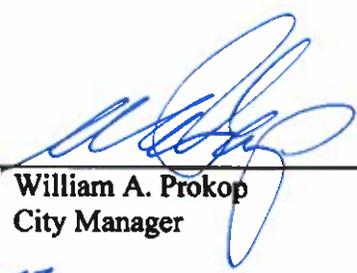
By: Seastone Properties, LLLP, a Georgia limited liability limited partnership, its Sole Member

By: Wise Blood, Inc., a South Carolina corporation, its General Partner

By:   
Name: David L. Tedder  
Its: Special Secretary

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**City of Beaufort**

  
\_\_\_\_\_  
William A. Prokop  
City Manager

2/11 , 20 22

Attachment: letter entitled "Easement of property located at 260 Sea Island Parkway"

**Airport Junction, LLC TMS R123-018-000-0540-0000 & R123-018-000-0215-0000**

William A. Prokop  
CITY MANAGER  
843-525-7070  
FAX 843-525-7013



**CITY OF BEAUFORT**  
1911 Boundary Street  
BEAUFORT, SOUTH CAROLINA 29902

**COUNCIL MEMBERS:**  
Stephen D. Murray III, Mayor  
Mike McFee, Mayor Pro Tem  
Philip Cromer  
Neil Lipsitz  
Mitch Mitchell

July 14, 2021

Fredrick G. Trask  
P O Box 1256  
Beaufort, SC 29901

Re: Easement for property located at 260 Sea Island Parkway

Dear Mr. Trask:

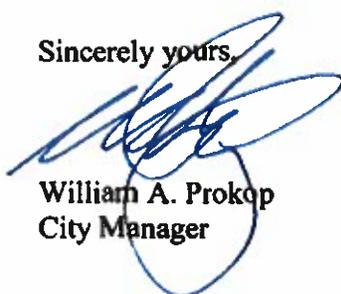
This letter is to confirm that the City and you have agreed on a price of ninety-five thousand dollars (\$95,000) as the purchase price for the City to purchase a frontage easement of 50 ft. in width to be used for the construction of a road to connect Little Creek Road, Lost Island Road, to the traffic light at the Walmart intersection on Route 21 on Lady's Island. Map reference R123 018 000 0215 0000.

This purchase was contingent on the County's Transportation Sales Tax referendum passing by the vote of the public in November 2018. The County will be responsible for the road engineering and construction and the City will be providing the easements for the required property. Please see the corrected drawing of the curve in the road, and the County engineering department has been made aware of the area that may have some wetlands issues.

City Council approved this during their regular meeting on July 13, 2021 and approved the release of committed fund balance for land acquisitions.

If you agree with this, please sign, and date this letter and return it to me as soon as possible. We very much appreciate your cooperation in finalizing this arrangement.

Sincerely yours,

  
William A. Prokop  
City Manager

Agreed to this date:

*October 29, 2021*  
*Fredrick G. Trask*

\_\_\_\_\_  
Fredrick G. Trask





NO.	DATE	DESCRIPTION
1	08/14/18	DESIGN PLAN



**SITE LAYOUT PLAN**  
 BEAUFORT COUNTY  
 SOUTH CAROLINA  
 AIRPORT FRONTAGE ROAD  
 BEAUFORT COUNTY, SOUTH CAROLINA

**SHEET C401**

