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 Temp, 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

Please click below to join the webinar
https://us02web.zoom.us/j/89834072353?pwd=ODIUTEvxSGZTZC82UTRyamJFaXdwUT09
Passcode: 512177 +19292056099 Webinar ID: 898 3407 2353
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
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

BACKGROUND INFORMATION:

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

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 hereby 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.

______________________________
Philip E. Cromer, Mayor

Attest:

______________________________
Traci Guldner, City Clerk
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:

______________________________
Traci Guldner, City Clerk
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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

BACKGROUND INFORMATION:

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

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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</thead>
<tbody>
<tr>
<td>2024 Needs Assessment</td>
<td>Backup Material</td>
<td>2/7/2024</td>
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</table>
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).
### Beaufort County

<table>
<thead>
<tr>
<th></th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
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<th>8 Person</th>
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<td><strong>30% Limits</strong></td>
<td>$19,300</td>
<td>$22,050</td>
<td>$24,800</td>
<td>$27,550</td>
<td>$29,800</td>
<td>$32,000</td>
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<td><strong>50% Limits</strong></td>
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<td><strong>80% Limits</strong></td>
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2023 Income Limits effective June 15, 2023 (cdbgsc.com)

Lowcountry Council of Governments | www.lowcountrycog.org
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
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

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
<th>Application Request</th>
<th>Application Deadline</th>
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<tr>
<td></td>
<td>$9,000,000</td>
<td>March 22, 2024</td>
<td>April 22, 2024</td>
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<tr>
<td>Water</td>
<td></td>
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<tr>
<td>Sewer</td>
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<tr>
<td>Drainage</td>
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<tr>
<td>Roads</td>
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<tr>
<td>Minimum Funding Amount</td>
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<tr>
<td>Maximum Funding Amount</td>
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## Community Enrichment

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<td></td>
<td>$7,170,654</td>
<td>August 16, 2024</td>
<td>September 16, 2024</td>
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<tr>
<td>Brownfield Projects/Demolition Obsolete Buildings</td>
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<tr>
<td>Downtown Streetscape Improvements</td>
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<tr>
<td>Planning for Regional Infrastructure ($50,000 maximum)</td>
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<tr>
<td>Libraries</td>
<td></td>
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<tr>
<td>Publicly Owned Facilities</td>
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<tr>
<td>Transportation-Oriented Public Facilities</td>
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<tr>
<td>Public Safety Facilities/Services</td>
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<tr>
<td>Demolition Vacant, Dilapidated Structures To Address/Support Crime Prevention</td>
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<tr>
<td>Fire Substations or Fire Trucks</td>
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<tr>
<td>Health Clinic Facilities/Equipment</td>
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<tr>
<td>Public Facility Modifications</td>
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<td></td>
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<tr>
<td>New Sidewalks in LMI Areas</td>
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<tr>
<td>Minimum Funding Amount</td>
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<tr>
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## Local Priorities

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<tr>
<td>Economic Development</td>
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<tr>
<td>Public Health &amp; Safety, Quality of Life, and Sustainability</td>
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<td>Resiliency and Narrow the Digital Divide</td>
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<tr>
<td>Minimum Funding Amount</td>
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<tr>
<td>Maximum Funding Amount</td>
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Lowcountry Council of Governments | www.lowcountrycog.org
# Community Development Program

<table>
<thead>
<tr>
<th>READY TO GO</th>
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<tbody>
<tr>
<td>APPLICATION REQUEST</td>
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<td>APPLICATION DUE</td>
<td>30 DAYS AFTER REQUEST</td>
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<tr>
<td>ACTIVITIES LISTED IN COMMUNITY INFRASTRUCTURE &amp; COMMUNITY ENRICHMENT</td>
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<tr>
<td>MINIMUM FUNDING AMOUNT</td>
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<tr>
<td>MAXIMUM FUNDING AMOUNT</td>
<td>$500,000*</td>
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(*maximum waiver available)

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<tr>
<th>NATIONAL OBJECTIVE</th>
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<tr>
<td>• Benefit low-to-moderate income (“LMI”) Persons</td>
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<tr>
<td>• Aid in the prevention or elimination of slums or blight</td>
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<tr>
<td>• Meet other urgent community needs posing a serious threat to the health or welfare of the community</td>
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</tbody>
</table>

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

Lowcountry Council of Governments | www.lowcountrycog.org
OPPORTUNITY ZONES

Projects located in Opportunity Zones will receive an additional 10 bonus points (scopportunityzone.com)
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.
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, 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.
I. CALL TO ORDER 5:00 PM

Philip Cromer, Mayor


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

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 (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at 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 twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.
I. CALL TO ORDER  5:00 PM

Philip Cromer, Mayor


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.

Brittanee 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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I. **CALL TO ORDER**

7:00 PM

Philip Cromer, Mayor


II. **INVOCATION AND PLEDGE OF ALLEGIANCE**

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

III. **PRESENTATIONS**

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**

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

No public comment.

VI.

MINUTES

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

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

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

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

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

All were in favor, motion carried.

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 (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at 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 twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.
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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance</td>
<td>Backup Material</td>
<td>1/24/2024</td>
</tr>
</tbody>
</table>
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______________
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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Easter festival letter request</td>
<td>Cover Memo</td>
<td>2/2/2024</td>
</tr>
<tr>
<td>Easter Festival cosponsorship</td>
<td>Cover Memo</td>
<td>2/2/2024</td>
</tr>
</tbody>
</table>
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
REQUEST FOR CO-SPONSORSHIP
Henry C. Chambers Waterfront Park

Name of Event: Easter Festival
Date of Event: 3/24/24
Contact person: Wendy Greene
Telephone: 330-554-6364

Please check all that apply.

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

**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.

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: | Easter Festival |
| Date(s) of Event: | 3-24-24 |
| Setup start/end time: | 9am |
| Actual event start/end time: | 10:30am-4pm |
| Take down start/end time: | 4pm-5pm |

| Organization/Individual Name: | Tidal Creek Fellowship |
| Address: | 240 Brickyard Point Rd S. |
| Telephone: | 843-524-0565 - office |
| Email: | Wendy@tidalcreek.net |

- 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.

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

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**

WFP Application Rev 082421
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.

<table>
<thead>
<tr>
<th>WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Park Area</td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>Circle of Palms/ Dining</td>
</tr>
<tr>
<td>Craft Market Lawn</td>
</tr>
<tr>
<td>Contemplative Garden</td>
</tr>
<tr>
<td>Pavilion</td>
</tr>
<tr>
<td>Green 1</td>
</tr>
<tr>
<td>Green 2</td>
</tr>
<tr>
<td>Electric Fee</td>
</tr>
<tr>
<td>Entire Park</td>
</tr>
<tr>
<td>Refundable Security Deposit</td>
</tr>
</tbody>
</table>

We will need electrical hookups.

See this link [http://www.cityofbeaufort.org/group-events-business-license.aspx](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

This section for City use

Downtown Operations

Date Application Received

Deposit Paid:  ___________________ Fees Paid:  ___________________ Deposit to be Refunded:  ___________________
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

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.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
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<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First friday request letter</td>
<td>Cover Memo</td>
<td>2/5/2024</td>
</tr>
</tbody>
</table>
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
TO: CITY COUNCIL  
FROM: Ashley Brandon  
DATE: 2/5/2024

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:
<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release and remember letter and cosponsorship</td>
<td>Cover Memo</td>
<td>2/5/2024</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Name of Event:</th>
<th>Date(s) of Event: 4/27/2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release &amp; Remember</td>
<td>Setup start/end time: 9am-noon</td>
</tr>
<tr>
<td></td>
<td>Actual event start/end time: 11am-11:30</td>
</tr>
<tr>
<td></td>
<td>Take down start/end time: 11:30-noon</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization/Individual Name:</th>
<th>Address: 329 Friends Lane</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friends of Caroline/</td>
<td>Telephone: 843-525-60257</td>
</tr>
<tr>
<td>Lavelle Fabian</td>
<td>Email: <a href="mailto:lavelle@fochospice.org">lavelle@fochospice.org</a></td>
</tr>
</tbody>
</table>

- 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.

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

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.

<table>
<thead>
<tr>
<th>PARK AREA</th>
<th>4 HR BLOCK</th>
<th>6 HR BLOCK</th>
<th>12 HR BLOCK</th>
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<tbody>
<tr>
<td>Circle of Palms/ Dining</td>
<td>$200.00</td>
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<tr>
<td>Craft Market Lawn</td>
<td>$200.00</td>
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<tr>
<td>Contemplative Garden</td>
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<tr>
<td>Pavilion</td>
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<td>$600.00</td>
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<tr>
<td>Green 1</td>
<td>$300.00</td>
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<tr>
<td>Green 2</td>
<td>$500.00</td>
<td>$800.00</td>
<td></td>
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<tr>
<td>Electric Fee</td>
<td>$75.00</td>
<td>$100.00</td>
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<tr>
<td>Entire Park</td>
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<td></td>
<td>$2,200.00</td>
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<tr>
<td>Refundable Security Deposit</td>
<td>$500.00</td>
<td>$800.00</td>
<td>$1,100.00</td>
</tr>
</tbody>
</table>

See this link [http://www.cityofbeaufort.org/group-events-business-license.aspx](http://www.cityofbeaufort.org/group-events-business-license.aspx) to obtain a group business license application for vendors.

**Did you know?**

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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.

[Signature]
Lessee/Applicant Signature

4 January 2024
Date

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

Downtown Operations

Deposit Paid: ____________________ Fees Paid: ____________________ Date Application Received: ____________________

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: Lavelle Fabian
Telephone: 843-525-6257

Please check all that apply.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Is this a fund-raising event?</td>
<td>✓</td>
<td></td>
</tr>
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<td>✓</td>
<td></td>
</tr>
<tr>
<td>Is there a required fee / donation to attend this event?</td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Are you requesting more than two (2) park areas for this event?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Will there be any type of &quot;sales&quot; for this event?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Will this event require more than four (4) hours (includes setup &amp; take down)? This is a multiple day display</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Will alcohol be sold / served?</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

**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: __________________________________________

________________________________________________________________
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL
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 Waterfront 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 am 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:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gullah festival</td>
<td>Cover Memo</td>
<td>2/7/2024</td>
</tr>
</tbody>
</table>
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.
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   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.
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
TO: CITY COUNCIL  
FROM: Ashley Brandon  
DATE: 2/2/2024

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

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Beaufort Lowcountry music festival letter</td>
<td>Cover Memo</td>
<td>2/2/2024</td>
</tr>
<tr>
<td>Beaufort low country music festival cosponsorship</td>
<td>Cover Memo</td>
<td>2/2/2024</td>
</tr>
</tbody>
</table>
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 8th, 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 water 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 Shellring 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.

<table>
<thead>
<tr>
<th>Are you a “For Profit” entity?</th>
<th>Yes</th>
<th>No</th>
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<td>***</td>
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**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: __________________________________________________________
______________________________________________________________________

58
TO: CITY COUNCIL  
FROM: Ashley Brandon  
DATE: 2/5/2024  

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  

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  

PLACED ON AGENDA FOR: Action

REMARKS:
Staff recommends approval

ATTACHMENTS:
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<tr>
<td>Greene.hughes wedding application</td>
<td>Cover Memo</td>
<td>2/5/2024</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Name of Event:</th>
<th>Greene / Hughes Wedding Reception</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date(s) of Event:</td>
<td>Set up - 6/14 / Event Reception - 6/15</td>
</tr>
<tr>
<td>Setup start/end time:</td>
<td>Afternoon of 6/14 - Evening of 6/15</td>
</tr>
<tr>
<td>Actual event start/end time:</td>
<td>Start: 4:30 p.m. End: 9:00 p.m.</td>
</tr>
<tr>
<td>Take down start/end time:</td>
<td>Start: 9:10 p.m. End: 12:00 a.m.</td>
</tr>
</tbody>
</table>

| Organization/Individual Name: | Gannon Greene & Zoe Hughes |
| Address: | 220 Hall Ave, Homewood, AL 35209 |
| Telephone: | 205-227-8126 |
| Email: | zoeehughes@gmail.com |

- 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.

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.

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: 60

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WFP Application Rev 082421
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.

### WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS

<table>
<thead>
<tr>
<th>Park Area</th>
<th>4 HR Block</th>
<th>6 HR Block</th>
<th>12 HR Block</th>
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<tbody>
<tr>
<td>Circle of Palms/ Dining</td>
<td>$200.00</td>
<td>$400.00</td>
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</tr>
<tr>
<td>Craft Market Lawn</td>
<td>$200.00</td>
<td>$400.00</td>
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</tr>
<tr>
<td>Contemplative Garden</td>
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</tr>
<tr>
<td>Pavilion</td>
<td>$350.00</td>
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</tr>
<tr>
<td>Green 1</td>
<td>$300.00</td>
<td>$500.00</td>
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</tr>
<tr>
<td>Green 2</td>
<td>$450.00</td>
<td>$750.00</td>
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<tr>
<td>Electric Fee</td>
<td>$50.00</td>
<td>$75.00</td>
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<tr>
<td>Entire Park</td>
<td></td>
<td></td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Refundable Security Deposit</td>
<td>$500.00</td>
<td>$800.00</td>
<td>$1,100.00</td>
</tr>
</tbody>
</table>

See this link [http://www.cityofbeaufort.org/group-events-business-license.aspx](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.

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

Deposit Paid:  Fees Paid:  Deposit to be Refunded:

Lessee/Applicant Signature  Date

Downtown Operations  Date Application Received
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL
FROM: Ashley Brandon
DATE: 2/5/2024
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

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.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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</thead>
<tbody>
<tr>
<td>68th annual Beaufort Water Festival</td>
<td>Cover Memo</td>
<td>2/5/2024</td>
</tr>
</tbody>
</table>
January 16, 2024

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

Re: 68th 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 68th 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.

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.

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
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL
FROM: Ashley Brandon
DATE: 2/5/2024

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Library book sale</td>
<td>Cover Memo</td>
<td>2/5/2024</td>
</tr>
</tbody>
</table>
REQUEST FOR CO-SPONSORSHIP
Henry C. Chambers Waterfront Park

Name of Event: Friends of Beaufort Library Waterfront Book Sale

Date of Event: 11/6-11/9/2020
Setup is 11/5/2020

Contact person: Sara Tybaert
Telephone: 301-642-1909

Please check all that apply.

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

**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: ______________________________________________________

____________________

69
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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

TO: CITY COUNCIL
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.

PLACED ON AGENDA FOR: Action

REMARKS:
Staff recommends approval
TO: CITY COUNCIL  
FROM: Scott Marshall, City Manager  
DATE: 2/5/2024  
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.
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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance with Exhibits</td>
<td>Ordinance</td>
<td>2/5/2024</td>
</tr>
<tr>
<td>Intergovernmental Agreement (IGA)</td>
<td>Backup Material</td>
<td>2/5/2024</td>
</tr>
<tr>
<td>Beaufort County Right of Entry Letter</td>
<td>Backup Material</td>
<td>2/5/2024</td>
</tr>
</tbody>
</table>
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)

Attest:

City Clerk

___________________________
Mayor

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

LIMITED WARRANTY DEED
WHEREAS, by letter agreement dated July 14, 2021 (the “Letter Agreement”), the City of Beaufort, South Carolina, agreed to pay the sum of $95,000.00 to Frederick G. Trask (a member of Airport Junction, LLC) as consideration for an easement over certain real property owned by Airport Junction, LLC, over and across which real property a road (the “Road”) is to be constructed;

WHEREAS, pursuant to the Letter Agreement, Airport Junction, LLC agreed to grant an easement to the City of Beaufort, South Carolina over, through, and upon which the Road shall be constructed; and

WHEREAS, notwithstanding the provisions of the Letter Agreement, the purpose of this Deed is to convey title to the Property (as defined below) upon which the Road shall be constructed to the City of Beaufort, South Carolina and this Deed is in substitution of any easement or right-of-way from Airport Junction, LLC in respect of the Road and supersedes, in all respects, the terms of the Letter Agreement, and sum of $95,000.00 represents the monetary consideration for the conveyance of the Property (as defined below) contemplated herein.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that AIRPORT JUNCTION, LLC, a South Carolina limited liability company (“Grantor”), for and in consideration of the sum of Ninety-Five Thousand and No/100 Dollars ($95,000.00) to it in hand previously paid by THE CITY OF BEAUFORT, SOUTH CAROLINA, a South Carolina municipal corporation (“Grantee”), the receipt and adequacy of which are hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, convey, bargain, and sell unto Grantee, subject to the Exceptions (as defined below), the following described property (the “Property”), to-wit:

See Exhibit A attached hereto and incorporated herein by reference.

Grantee’s Address: 1911 Boundary Street
Beaufort, SC 29902

TOGETHER WITH all and singular, the rights, members, hereditaments, and appurtenances to the Property belonging or in anywise incident or appertaining.
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]
IN WITNESS WHEREOF, Grantor has executed this Deed as of this ____ day of _________, 2024.

WITNESSES:

_____________________________
Print Name:___________________
Witness No. 1

_____________________________
Print Name:___________________
Witness 2/Notary Public Signature

GRANTOR:

AIRPORT JUNCTION, LLC a South Carolina limited liability company [SEAL]

By:________________________________
Print Name:___________________
Name: ___________________________
Title: ____________________________

STATE OF SOUTH CAROLINA  )
COUNTY OF BEAUFORT )
 ) ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that ______________, ___________________ of Airport Junction, LLC, a South Carolina limited liability company, personally appeared before me, and having satisfactorily proven to be the person whose name is subscribed above, has acknowledged the due execution of the within Deed.

Witness my official seal this ____ day of _________ 2024.

(SEAL)
Print Name: ___________________________
Notary Public for South Carolina
My Commission Expires: ______________
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
This Easement Agreement (this “Easement Agreement”) is entered into this day of ____________ 2024 (the “Effective Date”) by and between AIRPORT JUNCTION, LLC, a South Carolina limited liability company (“Airport Junction”) and THE CITY OF BEAUFORT, SOUTH CAROLINA, a South Carolina municipal corporation (the “City”). Airport Junction and the City are sometimes referred to herein as the “Parties”.

RECITALS:

WHEREAS, Airport Junction is the owner of certain real property located in Beaufort County, which is described on Exhibit A attached hereto and incorporated herein by this reference (the “Airport Junction Property”);

WHEREAS, Airport Junction intends to develop the Airport Junction Property for commercial uses;

WHEREAS, Airport Junction has, by separate instrument, conveyed certain real property to the City (the “Road Parcel”), which was a portion of the Airport Junction Property for the purpose of constructing a public road (the “Road”) thereon; and

WHEREAS, to facilitate the construction of the Road and the development of the Airport Junction Property, the Parties have made certain agreements, as are more particularly described in this Easement Agreement.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Drainage Easement.** Airport Junction hereby grants unto the City a permanent, non-exclusive, and appurtenant easement for the drainage of storm and surface waters from the Road over, across, and through those portions of the Airport Junction Property shown as the “Road Drainage Easement Area(s)” on the “Roadway Connection & Storm Water Exhibit”, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

2. **Installation of Drainage Facilities; Maintenance.** The City shall be responsible for the installation and maintenance of such pipes, fittings, cleanouts, and other drainage appliances as are constructed and/or installed within the Road Drainage Easement Area(s) (subject to Airport Junction’s reserved rights in Section 3, below) and shall maintain the Road and the Road Drainage Easement Area in a state of good condition and repair in accordance with all applicable local, state, and federal regulations and requirements. Once construction of the Road is completed by Beaufort County, the
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 reenforced 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 (48th) 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 (48th) 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]
IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the Effective Date.

WITNESSES:

_____________________________  AIRPORT JUNCTION:
Print Name:___________________  AIRPORT JUNCTION, LLC a South Carolina limited liability company  [SEAL]
Witness No. 1

_____________________________ By:________________________________
Print Name:___________________ Name: _____________________________
Witness 2/Notary Public Signature  Title: ______________________________

STATE OF SOUTH CAROLINA   )
COUNTY OF BEAUFORT    )   ACKNOWLEDGMENT

I, the undersigned Notary Public, do certify that ______________, ______________ of Airport Junction, LLC, a South Carolina limited liability company, 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: ______________
WITNESSES:

_____________________________
Print Name:___________________
Witness No. 1

_____________________________
Print Name:___________________
Witness 2/Notary Public Signature

THE CITY:

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

By: ______________________________
Name: ___________________________
Title: ___________________________

STATE OF SOUTH CAROLINA

) ) ACKNOWLEDGMENT
COUNTY OF BEAUFORT

) )

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. Trogdon, 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__.
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 19th day of March 2020.

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 to 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 16th 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:

[Signatures]

By: [Signatures]

William A. Prokop, City Manager

Eric Greenway, County Administrator
THE STATE OF SOUTH CAROLINA

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

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT entered into this 1st day of February, 2022, 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.
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 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

City of Beaufort

William A. Prokop
City Manager

8/11, 20

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
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
City of Beaufort
Accounts Payable
1911 Boundary Street
Beaufort, SC 29902
(843) 528-7018

Pay Ninety Five Thousand dollars and 00 cents

To The FREDRICK G. TRASK
Order Of PO BOX 1266
BEAUFORT, SC 29901-0000

Vendor Number 6104
Check Date 07/14/2021
Check Number 00161200
VOID 90 DAYS FROM DATE OF WARRANT

$95,000.00

Authorized Signature

Kathy M. Judd

Amers Bank

TransDate 11/04/21 StartTm: 4:49:49 PM
Branch 02985
State: STATE BANK, N.A.
ItemNum: 053200983
ItemNum: 833052532857

DO NOT WRITE OR SCRIBBLE AT Bottom of this Line

PREPARED FOR FILL IN

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