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CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL REGULAR MEETING AGENDA
February 27, 2024

STATEMENT OF MEDIA NOTIFICATION

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

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

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

I. CALL TO ORDER

A. Philip Cromer, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mayor Pro Tem, Mike McFee

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Character Education Proclamation - Maurice Lamb, Broad River Elementary School

IV. PUBLIC COMMENT

V. MINUTES

A. Worksession and Regular Meeting - February 13, 2024

VI. OLD BUSINESS

A. An Ordinance authorizing acceptance of Limited Warranty Deed, authorizing approval of Easement Agreement; and other matters related thereto - second reading

VII. NEW BUSINESS

- A. Request for co-sponsorship for use of the Whitehall Park by Cub Scouts Pack 001 from 10:00 am - 2:00 pm, on Saturday, May 18, 2024, for a graduation ceremony
- B. Request to host Madison's Miracles 5k on Saturday, June 22, 2024, from 7:45 am to 11:00 am
- C. Request for co-sponsorship, a waiver of the noise ordinance, and permission to host the annual Community Easter Sunrise service by the First African Baptist church and the First Scots Presbyterian Church on Sunday, March 31, 2024, from 7:00 am - 8:30 am in the Henry C, Chambers Waterfront Park
- D. Request permission to host the Beaufort River Swim and 5K by the Beaufort-Jasper YMCA of the Lowcountry on Saturday, June 8, 2024, from 5:00 am - 11:00 am

- E. Resolution authorizing the Beaufort History Museum to handle the auction of historical items in the possession of the City of Beaufort and for the proceeds of such auction to be paid to the Beaufort History Museum for its services in disposing of the surplus historical items and furthering historic preservation and education

VIII.REPORTS

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

IX. ADJOURN



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, Maurice Lamb was selected as the winner by Broad River Elementary School as the student of the month.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims January 2024 as.

MAURICE LAMB AS BROAD RIVER ELEMENTARY SCHOOL STUDENT OF THE MONTH

The City of Beaufort thereby pronounces *Perseverance* as the word for the month of January and applauds Maurice Lamb, the Beaufort County School District, and Broad River Elementary School for their work and specifically honors Maurice Lamb as Broad River 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 27th day of February 2024.

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk



City Council Worksession
Meeting Minutes – Planning Conference Room – 1st Floor

February 13, 2024

I. CALL TO ORDER

5:00 PM

Philip Cromer, Mayor

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

II. EMPLOYEE NEW HIRE RECOGNITION

A. Fire Department.

Tim Ogden, Fire Chief, introduced Damian Henry.

B. Public Works.

Nate Farrow, Director, introduced William Spann.

C. Police Department.

Jason Day, Captain, introduced Alexander Arroyo, Dwayne Bullington, and Lane Thompson.

D. Community and Economic Development Department.

Curt Freese, Director, introduced Nicolas Navia.

III. DISCUSSION ITEMS

A. Discussion with Capital Waste regarding an increase for Recycling Fees at Hilton Head MRF and update to the Garbage Waste and Disposal Ordinance.

Linda Roper, Downtown Operations and Community Services Director, introduced Robert Scott, the local Branch Manager, and Brian Yorston, from Capital Waste. The Hilton Head MRF raised their rate from \$160.52 to \$221.87 per ton. This is a 38 percent increase. This recycling center is utilized by all of Beaufort County. Capital Waste has had to absorb this cost increase since August 2023.

They are requesting a Recycling Fee increase of \$1.49 per month per household to cover the increased costs. The rate would go from \$22.50 to \$23.99. This increase would be retroactive back to August 2023. The contract that we have with them will allow this to occur.

Scott Marshall, City Manager, stated that the city had anticipated these CPI rate increases and factored in those costs, so there is no adjustment needed in this Fiscal Budget year. He stated that currently the yearly cost is a separate line item on the property tax bills. He would like to see this be included in the millage rate instead.

Mr. Marshall stated that staff will coordinate with Capital Waste and modify the contract. It will be vetted by Legal Services and brought back to Council for approval.

The second part of the discussion dealt with some minor changes to the Ordinance for Garbage Waste and Disposal. Ms. Roper went over the proposed changes in the definitions, residential garbage and yard rubbish collection sections. Members of Council gave their feedback and suggestions.

There was extensive discussion on Section 6-1004(b) regarding bulky waste. There are times when homeowners/landlords are dumping the contents of an entire home by the side of the road that is not contained. Should there be a limit placed on the amount that will be picked up at one time which would be included in the monthly fee? Would the property owner be responsible for additional costs incurred? Should a fine be established for abusers? Should the language be written to give the Codes Enforcement Officer authority to be able to resolve these issues?

Grant McClure, Coastal Conservation League, addressed Council.

Staff will bring changes back for Council approval.

B. Discussion of gifting certain items in the Beaufort History Museum collection.

Scott Marshall, City Manager, stated that the Beaufort History Museum would like to offer certain items for auction at a fundraiser for the museum. Some of these items are the property of the City. Proceeds from the auction would go to the museum. He stated that in order for the proceeds from the auction to go to the museum, the City must gift these items to the museum by resolution. After some discussion, it was concluded that one of the pieces “The Lowcountry” that was donated by American Color and Chemical Corporation, will be removed and replaced with another item.

John Warley and Kathryn Lang, Beaufort History Museum, participated in the discussions.

Staff will prepare the resolution and bring it back before Council for approval.

Kay Merrill, Pigeon Point Community, addressed Council.

Mayor Cromer recused himself from the discussion.

IV. ADJOURN

6:20 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.



City Council Regular Meeting
Meeting Minutes – City Hall Council Chambers, 2nd Floor

February 13, 2024

I. CALL TO ORDER

7:00 PM

Philip Cromer, Mayor

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem, McFee.

III. PRESENTATIONS

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

JJ Jones, with the South Carolina Law Enforcement Accreditation Board, presented the Police Department with their Re-Accreditation Certificate.

IV. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

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

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

All were in favor, motion carried.

B. Proclamation proclaiming February 2024 as National Black History Month.

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

All were in favor, motion carried.

V. PUBLIC COMMENT

Joe Macdermant, 1809 Boundary Street, addressed Council about a proposal for an Off Road Mountain Biking, Walking and Running Trail.

VI. PUBLIC HEARING

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

Jessica Dailey, Community and Economic Development Specialist, Lowcountry Council of Governments, gave an overview of the CDBG grant program. A copy of the presentation is attached to these minutes.

Dan Blackmon, 1010 Duke Street, addressed Council.

VII. MINUTES

A. Worksession - January 16, 2024.

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

Minutes approved as presented.

B. Worksession and Regular Meeting - January 23, 2024.

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

Minutes approved as presented.

VIII. OLD 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 - second reading.

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

First reading was held on January 23, 2024. No changes made since first reading.

All were in favor, motion carried.

IX. NEW BUSINESS

A. Request to host the Easter Festival in the Henry C. Chambers Waterfront Park from 12:30 pm - 4:00 pm on Sunday, March 24, 2024, as well as co-sponsorship for use of the park and a waiver of the noise ordinance by Tidal Creek Fellowship.

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

All were in favor, motion carried.

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.

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

All were in favor, motion carried.

C. Request for co-sponsorship from Friends of Caroline Hospice to host Release and Remember Event in the Henry C. Chambers Waterfront Park on Saturday, April 27, 2024, at 11:00 am.

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

All were in favor, motion carried.

- 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.

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

All were in favor, motion carried.

- 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.

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

All were in favor, motion carried.

- 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.

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

All were in favor, motion carried.

- 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.

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

All were in favor, motion carried.

- 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 1 - 3, 2024, request of overnight camping in park, and fifteen (15) complementary parking spaces.

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

Motion to amend November 3 - 5, 2024, to November 1 - 3, 2024, was made by Councilman Lipsitz. The motion was seconded by Mayor Pro Tem, McFee.

All were in favor on the amended motion.

All were in favor on the main motion, motion carried.

- 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.

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

All were in favor, motion carried.

- 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.

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

All were in favor, motion carried.

- K. An Ordinance authorizing acceptance of Limited Warranty Deed, authorizing approval of Easement Agreement; and other matters related thereto - first reading.

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

Scott Marshall, City Manager, stated that Beaufort County is constructing a road for the benefit of the city. It is a connector road that connects Little Creek Road and Lost Island Road to the US 21 intersection at Walmart. The road was constructed as a result of an Intergovernmental Agreement with Beaufort County. The work is being funded through the 2018 Transportation Referendum. The road work is almost finished. The city will take ownership of the road once it has been completed and will be responsible for the maintenance. This ordinance 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.

All were in favor, motion carried.

X. REPORTS

City Manager's Report

Thanked all that attended the Council Retreat. Staff is underway preparing for the Fiscal Year 2025 Budget. Council Meetings was a topic of discussion. Staff is working on preparing an Operations and Procedures Manual for adoption. There will also be ordinance amendments.

Thanked all the departments, and the Beaufort High School Baseball Team, that participated in the Chill with a Cop event on February 9, 2024.

The Planning Commission met for the first time on February 12, 2024, for training on procedures, roles and responsibilities. The first meeting will be on February 26, 2024.

Reminded all that city offices will be closed for President's Day on Monday, February 19, 2024.

Southside Park Groundbreaking will take place on Monday, February 26, 2024, at 10:00 am.

Mayor's Report

Attended the Local Area Transportation Study (LATS) meeting with Mayor Pro Tem, McFee.

The city hosted a Mayors and Managers Meeting on February 12, 2024.

Attended the Beaufort County Council Meeting on February 12, 2024.

Will be attending the USCB Oyster Roast on February 15, 2024.

Will be attending the Mathers School Alumni Founders Day Luncheon on February 16, 2024.

Councilman Mitchell

Attended the Black History Month program at the Grand Army of the Republic Hall. Doctor Vashti Washington, former Superintendent for the Jasper County School District, was the guest speaker.

Reminded all that an open house is being planned for the Charles Lind Brown Center on March 2, 2024.

This Saturday, February 17, 2024, the 3rd Annual African American History Conference will take place starting at the Robert Smalls Leadership Academy and ending up at USCB in the afternoon.

Mayor Pro Tem, McFee

Gave a reminder that the Code Edit Worksession on Tuesday, February 20, 2024, will start at 4:00 pm.

Mentioned two losses in the community. The wife of Dr. Spears, former minister at the Baptist Church of Beaufort. Russell Beer, husband of former Councilwoman Donnie Beer.

Councilman Scallate

Has fulfilled all the requirements to graduate from the Municipal Association of South Carolina's Municipal Elected Officials Institute.

There will be a Poverty Simulation event on Saturday, February 24, 2024, at the Methodist Church on Pope Avenue in Hilton Head.

The Beaufort History Museum will be having an event on March 14, 2024, titled "A Piece of our Past" auction.

The South Coast Cyber Security Summit will be held on March 18 - 19, 2024.

March 22 - 24, 2024, the Beaufort Digital Corridor will be hosting their 3rd Annual Techstars Startup Weekend.

Councilman Lipsitz

Reminded all about the Southside Park Groundbreaking on Monday, February 26, 2024, at 10:00 am.

Acknowledged that all of Council has now graduated from the Municipal Elected Officials Institute.

Council congratulated the Police Department on their Re-Accreditation.

Council thanked staff for a successful and productive Council Retreat.

All of Council attended the Hometown Legislative Action Day (HLAD) in Columbia on February 6, 2024.

XI. ADJOURN

8:20 PM

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

All were in favor, motion carried.

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CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 2/14/2024
FROM: Scott Marshall, City Manager
AGENDA ITEM TITLE: An Ordinance authorizing acceptance of Limited Warranty Deed, authorizing approval of Easement Agreement; and other matters related thereto - second reading
MEETING DATE: 2/27/2024
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.

First reading was held on February 13, 2024.

PLACED ON AGENDA FOR: *Action*

REMARKS:

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

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

Staff recommends approval of the Ordinance.

Suggested Language for Motion:

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance With Exhibits	Backup Material	2/14/2024
Intergovernmental Agreement	Backup Material	2/14/2024
Beaufort County Right o Entry Letter	Backup Material	2/14/2024

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

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

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

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

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

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

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

Section 1: Findings

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

Section 2: Conveyance; Deed

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

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

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

Section 3: Easement Agreement

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

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

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

Section 5: Severability

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

Section 6: Repealer

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

Section 7: Inconsistency

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

Section 8: Effect

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

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

CITY OF BEAUFORT,
SOUTH CAROLINA

(SEAL)

Mayor

Attest:

City Clerk

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

EXHIBIT A

LIMITED WARRANTY DEED

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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EXHIBIT A

Legal Description of Property

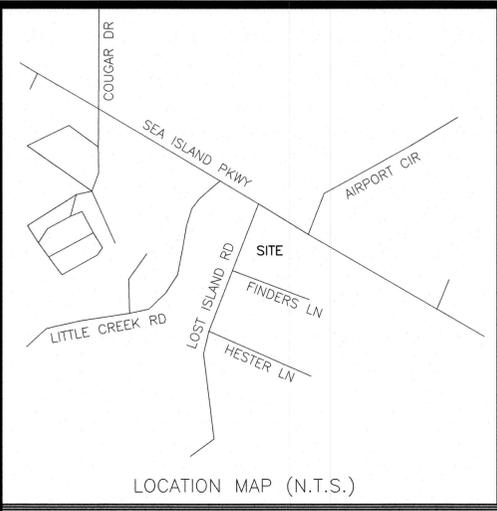
ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND situate lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, consisting of 0.92 ACRES, MORE OR LESS, shown as “**AREA OF RIGHT OF WAY**” on a plat entitled “**BOUNDARY FOR ROAD R.O.W. AND 40’ DRAINAGE EASEMENT R123 018 0215 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.

Beginning at a $\frac{1}{2}$ " rebar set along the south side of U.S. Highway 21
A.K.A. Sea Island Parkway and having the South Carolina State Plane
coordinate value; N: 208930.23; E: 2112054.61

thence S 59°35'58" E a distance of 32.25' to a point;
thence S 59°27'35" E a distance of 50.12' to a point;
thence S 59°40'47" E a distance of 30.47' to a $\frac{1}{2}$ " rebar set;
thence S 75°26'46" W a distance of 42.10' to a point;
thence S 30°33'51" W a distance of 77.75' to a point;
thence S 37°50'09" W a distance of 55.50' to a point;
thence S 30°24'37" W a distance of 37.01' to a point;
thence with a curve turning to the right with an arc length of 92.80',
with a radius of 137.21', with a chord bearing of S 49°47'13" W, with
a chord length of 91.04', thence with a curve to a point;
thence with a compound curve turning to the right with an arc
length of 92.76', with a radius of 138.90', with a chord bearing of
S 88°17'40" W, with a chord length of 91.04', thence with a compound
curve to a point;
thence N 74°43'39" W a distance of 23.96' to a point;
thence with a curve turning to the right with an arc length of 26.58',
with a radius of 112.96', with a chord bearing of N 67°59'15" W, with
a chord length of 26.51', thence with a curve to a point;
thence N 59°25'52" W a distance of 99.63' to a $\frac{1}{2}$ " rebar found;
thence N 59°28'07" W a distance of 252.28' to a point;
thence S 68°52'57" W a distance of 27.46' to a point;
thence N 22°24'00" E a distance of 21.61' to a concrete monument;
thence N 19°10'25" E a distance of 50.36' to a concrete monument;
thence S 59°37'50" E a distance of 119.97' to a $\frac{1}{2}$ " rebar found;
thence S 59°38'41" E a distance of 177.06' to a $\frac{1}{2}$ " rebar found;
thence S 59°35'37" E a distance of 82.58' to a point;
thence with a curve turning to the left with an arc length of 178.45',
with a radius of 118.10', with a chord bearing of N 74°37'29" E, with
a chord length of 161.95', thence with a curve to a point;
thence N 30°31'04" E a distance of 147.57' to a point;
thence N 14°33'35" W a distance of 42.42' to a point;
thence S 59°35'58" E a distance of 32.25' to a $\frac{1}{2}$ " rebar set;
which is the point of beginning,



TOTAL AREA OF RIGHT OF WAY
TAKEN FROM R123 018 000 0215
0000

LEGEND OF SYMBOLS & ABBREVIATIONS

○	CO	□	MVM	□	MAIN VALVE MONUMENT
○	FIRE HYDRANT	○	MH	○	MANHOLE
○	CLEAN OUT	○	GW	○	GUY WIRE
○	POWER POLE	○	CB	○	CABLE BOX
○	TELEPHONE PEDESTAL	○	OE	○	OVERHEAD POWERLINE
○	FIBER OPTIC STUB	○		○	EDGE OF PAVEMENT
○	WATER VALVE	○		○	BACK OF CURB
○	GAS VALVE	○		○	LIGHTPOLE
○	WATER METER	○		○	CENTER LINE
○		○		○	1/2" ROD SET



CONUS 1983
S.C. STATE PLANE

- NOTES:**
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
 - 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - 4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
 - 5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
 - 6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - 7.) THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
 - 8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
 - 9.) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
 - 10.) THIS PROPERTY APPEARS TO BE IN FLOOD ZONE "AE" (EL. 11.0') AND "AE" (EL. 12.0') AS PER FEMA FIRM COMMUNITY PANEL NUMBER 45013C0167G & 45013C0169G DATED 3/23/2021
 - 11.) CONTOUR INTERVAL IS 1'.
 - 12.) VERTICAL DATUM IS 1988 NAVD.

- REFERENCES:**
- 1.) T.M.S. R123 018 000 0215 0000
 - 2.) PLAT BY: R.D. TROGDON, JR. DATED: 11/14/1978 PLAT BOOK: 27 PAGE: 100 RMC BEAUFORT COUNTY

LINE	BEARING	DISTANCE
L1	S 59°35'58" E	32.25
L2	S 59°40'47" E	30.47
L3	S 59°59'44" W	7.59
L4	S 75°26'46" W	42.10
L5	S 37°50'09" W	55.50
L6	S 30°24'37" W	37.01
L7	S 68°52'57" W	27.46
L8	N 19°10'25" E	50.36
L9	S 14°33'35" E	42.42
L10	S 30°29'29" W	34.97
L11	S 36°33'43" E	41.05
L13	N 22°24'00" E	21.61
L12	N 74°43'39" W	23.98

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	178.45'	118.10'	86°34'20"	S 74°37'29" W	161.95'
C2	92.78'	138.05'	38°30'22"	S 49°47'13" W	91.04'
C3	92.78'	138.05'	38°30'22"	S 88°17'40" W	91.04'
C4	26.54'	100.00'	15°12'14"	N 67°07'32" W	26.46'

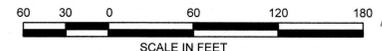
GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
Surveyor@ISLC.net
(843) 522-1798

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class ___ survey as specified therein.

David E. Gasque, R.L.S.
S.C. Registration Number 10506



BOUNDARY FOR ROAD R.O.W.
& 40' DRAINAGE EASEMENT
R123 018 000 0215 0000
PREPARED FOR
CITY OF BEAUFORT
LADY'S ISLAND
BEAUFORT COUNTY-----SOUTH CAROLINA
DATE 1/11/2024 SCALE 1"=60'

EXHIBIT B
EASEMENT AGREEMENT

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

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

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

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

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

6. Temporary Construction Easements.

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

WITNESSES:

THE CITY:

Print Name: _____
Witness No. 1

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

Print Name: _____
Witness 2/Notary Public Signature

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

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

Witness my official seal this ____ day of _____ 2024.

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

EXHIBIT A

Legal Description – Airport Junction Property

EXHIBIT A

PARCEL 1:

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

AND ALSO, PARCEL 2:

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

LESS AND EXCEPTING, HOWEVER:

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

And being also described as:

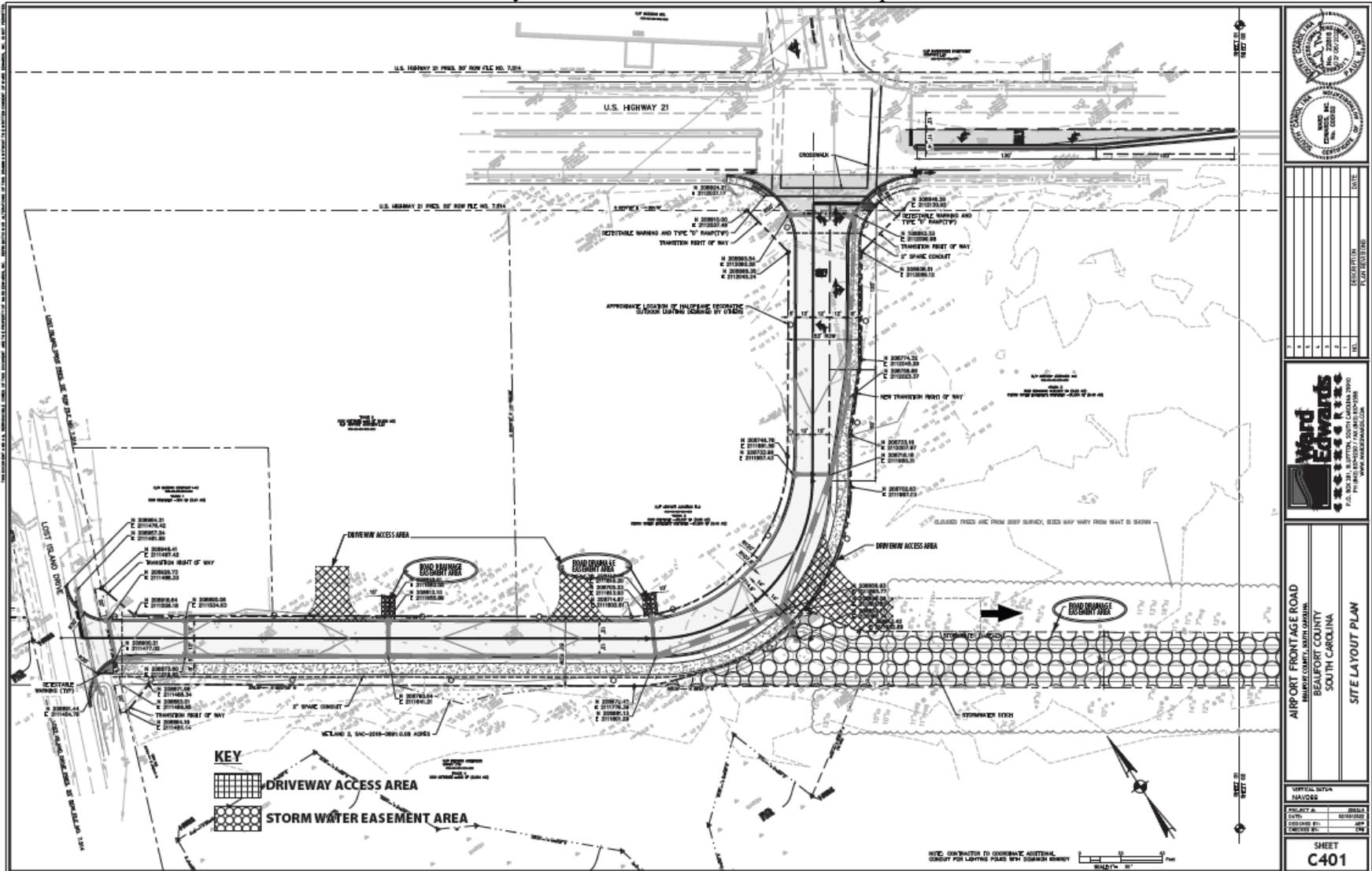
ALL THOSE CERTAIN PIECES, parcels, or tracts of land, situate, lying and being on Lady's Island, Beaufort County, South Carolina, consisting of approximately 14.94 acres in the aggregate, and being shown and delineated on that certain ALTA/NSPS Survey prepared for Airport Retail Investment, LLC by Gasque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

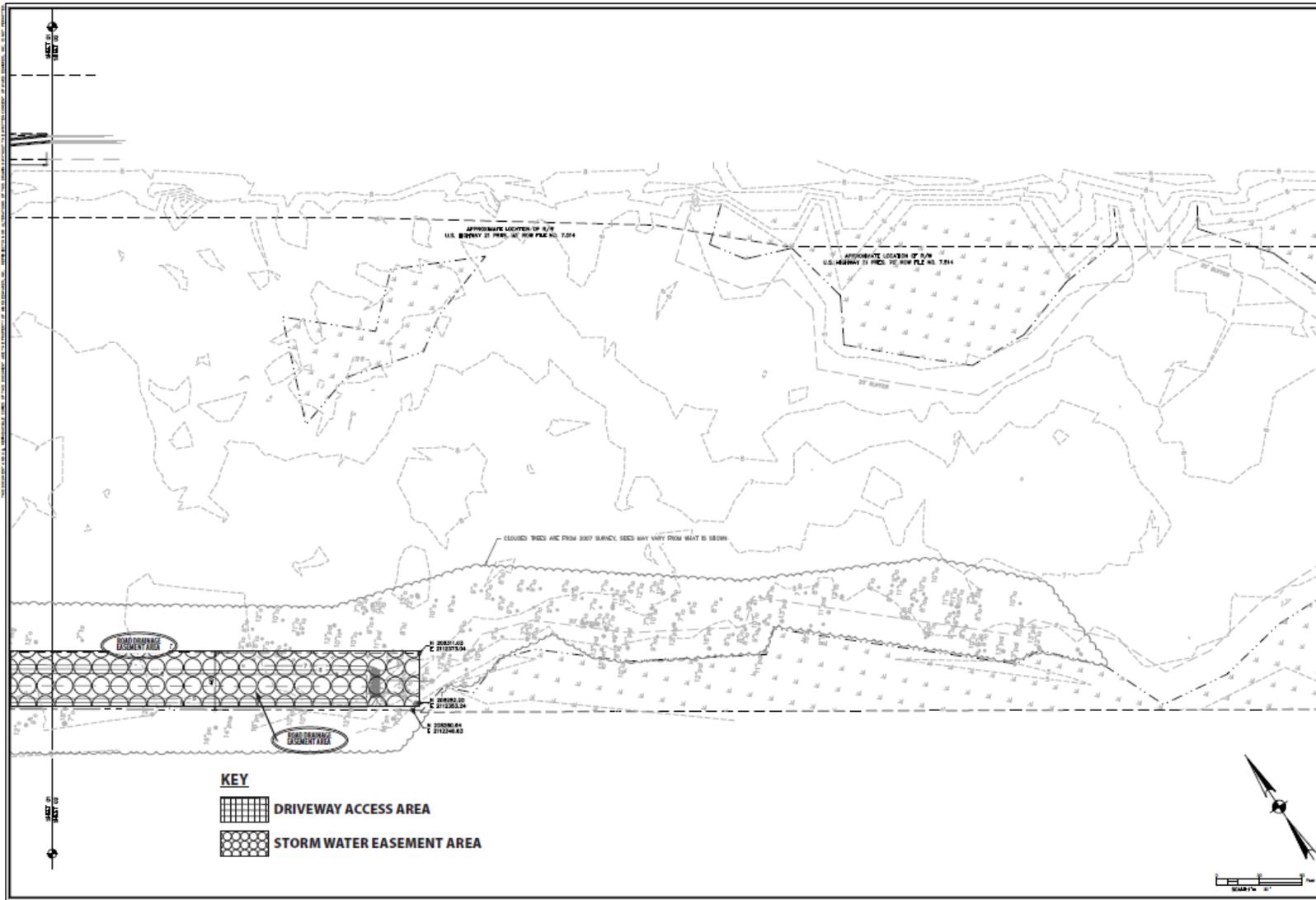
LESS AND EXCEPTING, HOWEVER:

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

EXHIBIT B

Roadway Connection & Storm Water Description





NO.	DESCRIPTION	DATE

Ward Edwards ENGINEERS
 1001 W. BROAD ST., SUITE 200
 BEAUFORT, SOUTH CAROLINA 29516
 TEL: 252.738.1111 FAX: 252.738.1112
 WWW.WARDEDS.COM

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

SHEET C402	
DATE	
DESIGNED BY	
CHECKED BY	
PROJECT NO.	

FOR CONSTRUCTION

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

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) by and between the City of Beaufort, South Carolina, a municipal corporation (“City”), and Beaufort County, South Carolina, a political subdivision of the state of South Carolina (“County”) is made and entered into this 19th day of March 2019.²⁰

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

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

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

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

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

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

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

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

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.

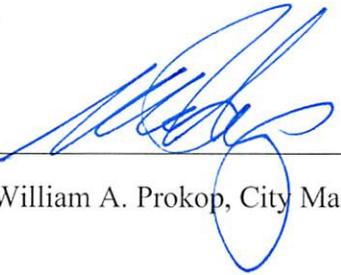
WITNESSES:









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:

Traci Bolden
Jay Phillips
Cheryl Harris
[Signature]

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

By: [Signature]
Eric Greenway, County Administrator

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

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

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

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

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

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

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

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

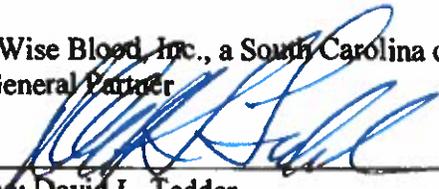
4. Notwithstanding any provision in this Agreement, neither the right of way nor the roadway constructed therein shall be opened to or used by the public until all right of way documents referenced in Section 3, above, are executed and recorded.

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

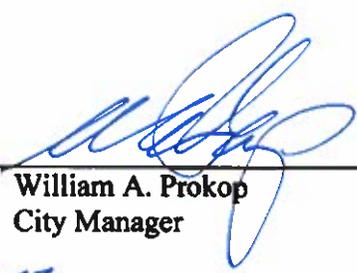
Airport Junction, LLC, a South Carolina limited liability company

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

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

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

City of Beaufort



William A. Prokop
City Manager

2/11, 2022

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

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

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



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

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

July 14, 2021

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

Re: Easement for property located at 260 Sea Island Parkway

Dear Mr. Trask:

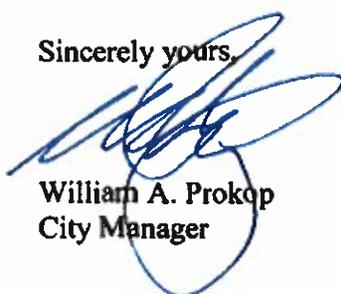
This letter is to confirm that the City and you have agreed on a price of ninety-five thousand dollars (\$95,000) as the purchase price for the City to purchase a frontage easement of 50 ft. in width to be used for the construction of a road to connect Little Creek Road, Lost Island Road, to the traffic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

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

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

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

Sincerely yours,


William A. Prokop
City Manager

Agreed to this date:

October 29, 2021
Fredrick G. Trask

Fredrick G. Trask



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 2/20/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request for co-sponsorship for use of the Whitehall Park by Cub Scouts Pack 001 from 10:00 am - 2:00 pm, on Saturday, May 18, 2024, for a graduation ceremony
MEETING DATE: 2/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request for co-sponsorship for use of Whitehall Park by the Cub Scouts Pack 001 on May 18, 2024 for a graduation ceremony. Total time will be from 10 am to 2pm with the event being from 11 am to 1 pm. They are expecting 40 people.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Cosponsor letter Cub Scouts	Cover Memo	2/20/2024

REQUEST FOR CO-SPONSORSHIP Henry C. Chambers Waterfront Park

Name of Event Beaufort Cub Scouts Pack 001 Graduation

Date of Event: 5/18/24

Contact person: Asnleigh Whitmore

Telephone: 843-422-0198

Please check all that apply.

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

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

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
Whitehall Park Application
Downtown Operations & Community Services Department 500
Carteret St Ste. B2 Beaufort, SC 29902
Phone: 843-525-7084

Name of Event: <u>Beaufort Cub Scouts Pack 001</u> <u>Graduation Ceremony</u>	Date(s) of Event: <u>Sat, 5/18/2024</u> Setup start/end time: <u>10:00 am / 2:00 pm</u> Actual event start/end time: <u>11:00 am / 1:00 pm</u> Take down start/end time: <u>1:00-2:00 pm</u>
Organization/Individual Name: <u>Beaufort Cub Scouts Pack 001</u> (submaster contact: <u>Ashtleigh Whitmore</u>	Address: <u>408 Carteret St, Beaufort SC 29902</u> Telephone: <u>843-422-0198</u> Email: <u>ashtleighvwhitmore@gmail.com</u>

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

Please mail completed application to:

City of Beaufort, Attn: Linda Roper, 500 Carteret St. Suite B2 Beaufort, SC 29902,

or scan and email: 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 843-525-7084 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? no Served? _____

Will food be sold? no Served? yes

Will there be any retail sales? no

Number of people expected to attend: 40-50



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 2/20/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request to host Madison's Miracles 5k on Saturday, June 22, 2024, from 7:45 am to 11:00 am
MEETING DATE: 2/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request to host Madison's Miracles 5k on June 22, 2024, from 0745 to 1100 on the normal 5K route downtown lining up at Freedom Mall.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Madisons miracle 5k	Cover Memo	2/20/2024



5K RUN/WALK APPLICATION

City of Beaufort-Downtown Operations & Community Services

Attn: Andrea Hackenberger-Downtown Manager & Events Coordinator

500 Carteret Street, Suite B2 Beaufort, SC 29902

Phone: (843) 379-7063 / Email: events@cityofbeaufort.org | www.cityofbeaufort.org

To be filed NOT LESS than 150 days before event

- **Fee:** \$25.00 non-refundable application fee is payable when the application is submitted
- **Run/Walk Route:** City of Beaufort has a standard route in place that everyone must follow

Name of Applicant: Jenifer Kleperky

Address: 4 Fox Sparrow Rd Phone # 267-226-9500

Email: madisonsmiraclesinc@aol.com

Name of Sponsoring Organization: Madison's Miracles, Inc

Address: 4 Fox Sparrow Rd, Beaufort, SC 29907

Date of 5K Run/Walk: June 23, 2024

Time of 5K Run/Walk will Begin: 0800 5K Run/Walk will Terminate: 1100

Time 5K Run/Walk Line-Up Begins: 0745 Location(s) of Line-Up Area(s): 1015 Bay St.

Approximate Number of Persons, Animals in the 5K Run/Walk: 200?

5K Run/Walk will occupy all the width of the streets to be traversed: _____

5K Run/Walk will occupy only a portion of the width of the streets to be traversed: _____

OFFICE USE ONLY: Application received by: _____ Date Received: _____

Receipt #: _____ Approved By: _____

NOTE: IF THE 5K RUN/WALK IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant: Jenifer Kleperky Date: 4/16/24



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 2/20/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request for co-sponsorship, a waiver of the noise ordinance, and permission to host the annual Community Easter Sunrise service by the First African Baptist church and the First Scots Presbyterian Church on Sunday, March 31, 2024, from 7:00 am - 8:30 am in the Henry C, Chambers Waterfront Park
MEETING DATE: 2/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request for co-sponsorship, a waiver of the noise ordinance, and permission to host the annual Community Easter Sunrise service by the First African Baptist church and the First Scots Presbyterian Church on March 31, 2024 from 7am-830 am. This is the same event they have been doing since 2014 and will include singing, prayer, and a message.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Easter sunrise request	Cover Memo	2/20/2024



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

Phone: 843-379-7519

Fax: 843-986-5606

Name of Event: <u>Annual Easter</u> <u>Sunrise Service</u>	Date(s) of Event: <u>March 31, 2024</u> Setup start/end time: <u>6:00 AM - 7:00 AM</u> Actual event start/end time: <u>7:00 AM - 8:00 AM</u> Take down start/end time: <u>8:00 - 9:00 AM</u>
Organization/Individual Name: <u>First Scots Presbyterian</u> <u>Church</u>	Address: <u>335 Sams Point Rd.</u> <u>Beaufort, SC 29907</u> Telephone: <u>843-379-0134</u> Email: <u>caroletin@amephos.com</u> <u>frontdesk@firstscotsbeaufort.org</u>

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

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St. Suite B2 Beaufort, SC
 29902, or scan and email to events@cityofbeaufort.org.

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? NO

Number of people expected to attend: 250

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

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

Did you know?

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

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

Liability Insurance

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

General Liability as follows:

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

Alcohol

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

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

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

Carole Ingram
 Lessee/Applicant Signature

2-12-24
 Date

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

 Downtown Operations

 Date Application Received

Deposit Paid: _____ Fees Paid: _____ Deposit to be Refunded: _____

REQUEST FOR CO-SPONSORSHIP Henry C. Chambers Waterfront Park

Name of Event Annual Community Easter Sunrise Service

Date of Event: 3/31/24

Contact person: Carole Ingram
Telephone: 843-941-8333

Please check all that apply.

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

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

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: _____



FIRST SCOTS
PRESBYTERIAN CHURCH
Of Beaufort
— PCA —

Rev. Alex D. Mark, Senior Pastor
Rev. Steve Walton, Associate Pastor

335 Sams Point Road
Beaufort, SC 29907

843-379-0134

www.firstscotsbeaufort.org
admin@firstscotsbeaufort.org

City of Beaufort
1901 Boundary Street
Beaufort, SC 29902

February 12, 2024

To Whom It May Concern:

First African Baptist Church and First Scots Presbyterian Church are proud to host the annual Community Easter Sunrise Service again this year, Sunday, March 31, 2024, in the historic Henry C. Chambers Waterfront Park. This event will last from 7:00 – 8:30 AM and will include singing, prayer, and a message. The event is free-of-charge and open to the public. Nothing will be available for purchase during the event.

This year we once again humbly request, as we have since 2014, co-sponsorship by the Beaufort City Council in order to help offset the cost. We sincerely appreciate your support in the past for this special community event. We are happy to answer any questions you may have. Thank you for your city leadership for our community.

Sincerely,

Alex D. Mark
Pastor, First Scots Presbyterian Church

GROUNDING IN TRUTH. GROWING IN GRACE. GOING WITH THE LOVE OF CHRIST.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 2/20/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request permission to host the Beaufort River Swim and 5K by the Beaufort-Jasper YMCA of the Lowcountry on Saturday, June 8, 2024, from 5:00 am - 11:00 am
MEETING DATE: 2/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request permission to host the Beaufort river Swim and 5K by the Beaufort-Jasper YMCA of the Lowcountry on June 8, 2024 from 5am-11am. It is an organized swim in the Beaufort River, but not an organized run, no streets will be closed, if the participants chose to run it will be on sidewalks. This is the same event they have done in years past.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
YMCA Swim and run	Cover Memo	2/20/2024

January 19, 2024

To Whom it May Concern,

I would like to request on behalf of the Beaufort-Jasper YMCA of the Lowcountry the continued use of the downtown boat ramp and surrounding area for our 18th annual Beaufort River Swim. The last four years our swim grew to include a 5k optional participant run immediately following the swim. Our 5k run is unique in comparison to a traditional 5k. The participants do not line up for a gun start run. Once the swimmer is done with their swim, they transition (change into running attire) and then begin their run. The run is on the sidewalk through the park and on the sidewalk up the bridge. There will not be clusters of runners impeding pedestrians in the park or on the bridge. The additional 5k has been successful and I anticipate the same for this year.

The Beaufort River Swim began in 2006 to promote the sport of swimming while the Water Festival was occurring. The Beaufort-Jasper YMCA took charge of the event in 2008. The YMCA recognized the need and opportunity to give swimming lessons to both children and adults. All proceeds of this event benefit our Learn to Swim Program. We don't limit ourselves to swimming lessons at our YMCA in Port Royal, the YMCA offers swimming lessons throughout Beaufort, Jasper, and Hampton Counties. Additionally, we have partnered with the Beaufort County School District to offer swim lessons to our local elementary students. The Beaufort-Jasper YMCA is responsible for over 900 swim lessons given to adults and children! This impact would not be possible without the Beaufort River Swim and its supporters.

I thank you for your consideration in our efforts to continue to impact the needs of the community. We believe no one in Beaufort, Jasper, or Hampton County should go without the opportunity to learn to swim because of lack of funds.

Respectfully,



Perri Flaherty

Aquatic Director

Wardle Family YMCA

Phone: 843-379-1365

Email : p.flaherty@wardlefamilymca.org



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

Phone: 843-379-7063

Fax: 843-986-5606

Name of Event: <u>Beaufort River Swim / 5K</u>	Date(s) of Event: <u>June 8, 2024</u> Setup start/end time: <u>5am swim</u> Actual event start/end time: <u>7am - 8:30 Run est.</u> Take down start/end time: <u>11am</u>
Organization/Individual Name: <u>Beaufort - Jasper YMCA of the Low Country</u> <u>Perri Flaherty</u>	Address: <u>1801 Richmond Ave 29935</u> Telephone: <u>843-522-9622 / 843-379-1365</u> Email: <u>p.flaherty@wardlefamilyymca.org</u>

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

Please mail completed application to:

City of Beaufort, Attn: Andrea Hackenberger 500 Carteret St. Suite B2 Beaufort, SC 29902,

or scan and email to ahackenberger@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 843-379-7063 or visit our website at www.cityofbeaufort.org

Is event open to the public? yes

Will admission be charged, or donation required? yes

Will alcoholic beverages be sold? NO Served? _____

Will food be sold? NO Served? _____

Will there be any retail sales? NO

Number of people expected to attend: 150-200

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.

Revia Flaherty
Lessee/Applicant Signature

1/18/2024
Date

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

Events Coordinator -Andrea Hackenberger

Date Application Received

Deposit Paid: _____ Fees Paid: _____ Deposit to be Refunded: _____

* we do not use an organized 5K run start. Our swimmers who choose to run, do so on the sidewalk. BCSO will be contracted to patrol meridian Road on Lady's Island.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 2/21/2024
FROM: JJ Sauve
AGENDA ITEM TITLE: Resolution authorizing the Beaufort History Museum to handle the auction of historical items in the possession of the City of Beaufort and for the proceeds of such auction to be paid to the Beaufort History Museum for its services in disposing of the surplus historical items and furthering historic preservation and education
MEETING DATE: 2/27/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

The City of Beaufort has previously, through Resolution R-09-11, appointed the non-profit Beaufort History Museum to curate, catalog, and recommend for disposal various historical artifacts in the possession of the City. The Beaufort History Museum has recommended that various items listed in the proposed resolution be auctioned at a fundraising event and that the funds received from the auction be used to further the preservation and public education missions of the museum.

The proposed resolution is to authorize the Beaufort History Museum to auction the requested items at a fundraising event and for the City to convey the funds raised from the auction to the Beaufort History Museum to be used in furtherance of its mission in preserving the history of Beaufort and educating the public. City Council discussed this proposal in the council worksession on February 13.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval of the resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Backup Material	2/21/2024

RESOLUTION 2024/04

RESOLUTION AUTHORIZING THE BEAUFORT HISTORY MUSEUM TO HANDLE THE AUCTION OF HISTORICAL ITEMS IN THE POSSESSION OF THE CITY OF BEAUFORT AND FOR THE PROCEEDS OF SUCH AUCTION TO BE PAID TO THE BEAUFORT HISTORY MUSEUM FOR ITS SERVICES IN DISPOSING OF THE SURPLUS HISTORICAL ITEMS AND FURTHERING HISTORIC PRESERVATION AND EDUCATION

WHEREAS, the City of Beaufort, through Resolution R-09-11 granted management authority of the City's museum collection to the Beaufort History Museum, a non-profit entity, to curate, inventory, and recommend on disposition of assorted historic items in the possession of the City of Beaufort; and,

WHEREAS, the Beaufort Museum has recommended that several of the historic items in the City of Beaufort's collection be auctioned in a public setting to raise funds for continued operation of the Beaufort Museum; and,

WHEREAS, the Beaufort Museum and the City of Beaufort have reviewed a listing of the various items and mutually determined that none of the items are of significant importance to the history of the City of Beaufort; and,

WHEREAS, the Beaufort Museum has undertaken all the work to perform a fundraiser that includes an auction of the various items; and,

WHEREAS, the various items proposed for auction include:

1. Hermes, bronze, donor unknown
2. Ship Model, donated by William Aimar
3. Elizabeth O'Neill Verner reproductions,
Museum Purchase
4. "The Reader", gifted by the artist
5. Scrub Oaks landscape by Abrams, donor
unknown
6. "Rice Harvest', Museum purchase

7. U.S. Cavalry Saber and Sheath, 1903, unknown donor; and,

WHEREAS, the City of Beaufort has identified preserving the history of the City of Beaufort and educating the public on the history of the City of Beaufort as public priorities; and

WHEREAS, it is in the public interest to provide any funds received from the auction of the above listed items to the Beaufort Museum for its work conducted in performing the auction and in continuing to provide for preserving the history of Beaufort and educating the public on the history of Beaufort.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Beaufort, South Carolina, in council duly assembled and by authority of the same, that the City Manager shall be authorized and empowered to take such action as is necessary and appropriate to convey the proceeds raised through the auction of the above listed items to the Beaufort Museum to further its mission of preserving the history of the City of Beaufort and educating the public.

This Resolution shall become effective immediately upon adoption.

Philip Cromer, Mayor

Adopted this ____ day of February, 2024

Attest:

Traci Guldner, City Clerk