

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
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JOHN L. WEAVER  
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER  
CLERK TO COUNCIL

AGENDA  
PUBLIC FACILITIES COMMITTEE

Monday, March 4, 2019

3:45 p.m.

(or immediately following the Finance Committee Meeting)

Executive Conference Room, Administration Building  
Beaufort County Government Robert Smalls Complex  
100 Ribaut Road, Beaufort

Committee Members:

Brian Flewelling, Chairman  
York Glover, Vice Chairman  
Michael Covert  
Mark Lawson  
Joseph Passiment

Staff Support:

Patrick Hill, Director  
IT Systems Management  
*Vacant*, Division Director  
Transportation Engineering  
Eric Larson, Division Director  
Environmental Engineering  
Robert McFee, Division Director  
Facilities and Construction Engineering

1. CALL TO ORDER – 3:45 p.m.
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES – February 4, 2019 ([backup](#))
5. CITIZEN COMMENTS (*Comments regarding agenda items only*)
6. REGIONAL CLEANUP DAY, APRIL 22, 2019 – *Ashley Jenkins, Recycling Coordinator*
7. CONSIDERATION OF CONTRACT AWARDS – *Dave Thomas, Purchasing Director*
  - A. Pointed Feather, LLC / Leasee, Marshside Mama’s Restaurant / 10-year lease, \$900 monthly plus \$100,000 in capital investments to the building ([backup](#))
  - B. Patterson Construction, Inc., Beaufort, SC / Beaufort County Government Complex, Arthur Horne Building Selective Demolition/ \$98,175 ([backup](#))
8. JENKINS ISLAND RIGHT-OF-WAY ACQUISITION – *Rob McFee, Director Facilities & Construction Engineering* ([backup](#))
9. FORT FREDRICK BOAT RAMP AGREEMENT WITH SC DEPARTMENT OF NATURAL RESOURCES – *Rob McFee, Director Facilities & Construction Engineering* ([backup](#))



10. FRIENDS OF FORT FREMONT MEMO OF UNDERSTANDING FOR THE COLLABORATION OF INTERPRETIVE TOURS AND MAINTENANCE AT THE FORT FREMONT PRESERVE – *Stefanie Nagid, Passive Parks Manager* ([backup](#))
11. TECHNICAL COLLEGE OF THE LOWCOUNTRY REQUEST FOR RESTAURANT EQUIPMENT FROM THE COUNTY-OWNED BUCKINGHAM LANDING RESTAURANT BUILDING – *Mary Lee Carnes and Dr. Richard Gough, Technical College of the Lowcountry* ([backup](#))
12. AIRPORT ROOM USE POLICY – *Jon Rembold, Airports Director* ([backup](#))
13. DISCUSSION / CURBSIDE COLLECTION OF HOUSEHOLD WASTE AND RECYCLING  
*Eric Larson, Environmental Engineering and Land Management* ([backup](#))
14. EXECUTIVE SESSION
  - A. Contract negotiations regarding bid for household waste and recycling
15. MATTERS ARISING OUT OF EXECUTIVE SESSION
16. UPDATE / PATHWAY DESIGN/CONSTRUCTION PRIORITIZATION – *Rob McFee, Director Facilities & Construction Engineering*
17. CONSIDERATION OF REAPPOINTMENTS AND APPOINTMENTS
  - A. Beaufort County Transportation Committee / (3) vacancies ([backup](#))
  - B. Keep Beaufort County Beautiful Board / (3) vacancies ([backup](#))
  - C. Stormwater Management Utility Board / (1) vacancy ([backup](#))
18. ADJOURNMENT

**MINUTES  
PUBLIC FACILITIES COMMITTEE**

**February 4, 2019**

Executive Conference Room, Administration Building,  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

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

**Attendance**

- Present: Committee Chairman Brian Flewelling, Committee Vice Chairman York Glover, and members Michael Covert, Mark Lawson and Joseph Passiment.
- Ex-officio: Gerald Dawson, Chris Hervochon, Alice Howard, Stu Rodman, Paul Sommerville (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)
- Staff: Angel Bowers, Assistant Disaster Recovery Coordinator; Pamela Cobb, Disaster Recovery Coordinator; Alicia Holland, Assistant County Administrator Finance; Patrick Hill, I.T. Director; Eric Larson, Manager Stormwater Utility; Rob McFee, Director Facilities and Construction Engineering; Stefanie Nagid, Passive Parks Manager; Jon Rembold, Airports Director; Dave Thomas, Purchasing Director; John Weaver, Interim County Administrator; Dave Wilhelm, Public Works Director.

**Call to Order**

Chairman Flewelling called the meeting to order at 2:00 p.m.

**Approval of Agenda**

It was moved by Mr. Passiment, seconded by Mr. Covert to approve the agenda as presented. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Hervochon, Mrs. Howard, Mr. Lawson and Mr. Passiment. Mr. Sommerville did not vote. Mr. Glover and Mr. Rodman were not yet present. The motion passed.

**Citizen Comments**

There were no citizen comments.

**ACTION ITEMS**

**Item: Consideration of Contract Awards – Dave Thomas**

- A. Southeastern Environmental Waste Equipment Company, Columbia, South Carolina / Used Oil Equipment for the Public Works Department, Solid Waste and Recycling Section / \$58,659.88
- B. Flint Equipment Company, Savannah, Georgia / (1) Finn T90 Hydro Seeder for the Public Works Department, Stormwater Infrastructure Section / \$ 62,409.94
- C. Steen Enterprises, Adams Run, South Carolina / (1) Kubota Track Loader for the Public Works Department / \$70,808.00

**Discussion:** These items have been budgeted. If not needed by the Public Works Department, retired equipment will be sold on GovDeals.

Mr. Covert requested a report be created and distributed comparing the purchase price to the cost recuperated from the sale of retired equipment.

Dave Wilhelm will share at the March Planning Retreat a list of the equipment anticipated to be replaced in the current fiscal year that has not been purchased yet.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Covert that Committee approve the contract awards to Southeastern Environmental Waste Equipment Company for the purchase of used oil equipment; Flint Equipment Company for the purchase of a Hydro Seeder; and Steen Enterprises for the purchase of a track loader. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** The contracts were approved. No recommendation to Council needed.

**Item: Consideration of Grant Match Commitments / Lady’s Island Airport Generator – Jon Rembold, Airports Director; Pamela Cobb, Disaster Recovery Coordinator**

**Discussion:** The Lady’s Island Generator Grant project has been awarded under the 2016 Hazard Mitigation Grant Program by SC Emergency Management Division. This project includes a trailered, mobile generator unit as a backup power source for Lady’s Island Airport that would provide continuity of air operations for Beaufort County. It would also afford outside agencies that may need air operations during a natural disaster the option for use.

The cost of the project is \$55,105 with a federal share of \$41,329 and a non-federal share of \$13,776. To move forward with the grant application, a funding source of \$13,776 needs to be identified.

Alicia Holland recommended funds from the County Administrator’s Contingency budget. John Weaver agreed.

**Motion:** It was moved by Mr. Glover, seconded by Mr. Covert that Committee approve the grant opportunity using \$13,776 in funds from the Administrator’s Contingency budget. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** The funds were approved. No recommendation to Council needed.

**Item:** Consideration of Grant Match Commitments / Increase of Estimated Program Costs, Daufuskie Island Fire Department Grant – Angel Marcinkoski, Assistant Disaster Recovery Coordinator

**Discussion:** In late 2018, The Daufuskie Island Fire Department was awarded a FEMA grant for a retrofit project. The project will install protective shutters to the department’s building windows, doors and bay doors. This will allow personnel and residents to shelter-in-place during a disaster. While the grant was awarded in 2018, the cost estimates were obtained in 2017 and have since increased. The non-federal cost share is split 70% by the fire department and 30% by the County. Council previously approved a cost share match of \$6,209 taken from general funds. An additional cost share match of \$1,863.83 is needed to complete the project.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee approve the additional cost share match of \$1,863.83 from the Administrator’s Contingency budget. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** The additional cost share match was approved. No recommendation to Council needed.

**Item:** Text Amendments to the Beaufort County Code of Ordinances, Chapter 22, Article IV, Disaster Recovery and Reconstruction – Pamela Cobb, Disaster Recovery Coordinator

**Discussion:** The Disaster Recovery Ordinance, along with the Disaster Recovery Plan are reviewed on an annual basis. Many of the proposed edits are administrative changes. These changes are a reflection of lessons learned from recent events and procedure changes to maintain alignment with various department plans.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Glover that Committee recommend Council approve Text Amendments to the Beaufort County Code of Ordinances, Chapter 22, Article IV, Disaster Recovery and Reconstruction. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council approve Text Amendments to the Beaufort County Code of Ordinances, Chapter 22, Article IV, Disaster Recovery and Reconstruction

**Item: Conveyance of Multiple Parcels of Real Property from Beaufort County to SC Department of Transportation (SCDOT) for the Highway Widening of SC HWY 170** Rob McFee,  
Director Facilities & Construction Engineering

**Discussion:** This is to convey multiple parcels of real property purchased by the County with Traffic Impact Fees and State Infrastructure Bank funds to SCDOT for the widening of SC HWY 170. All utilities have been relocated. This will complete the conveyance for highway improvements. Maintenance will be the responsibility of the state.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Passiment that Committee recommend Council approve the conveyance of multiple parcels of real property from Beaufort County to SCDOT for the highway widening of SC Highway 170. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council approve the conveyance of multiple parcels of real property from Beaufort County to SCDOT for the highway widening of SC Highway 170.

**Item: County / Graves Barn Site Lease Agreement** – Eric Greenway, Director Community Development Department

**Discussion:** This item will be discussed at a later date

**Item: Passive Parks Facilities Rental Policy** – Stefanie Nagid, Passive Parks Manager

**Discussion:** Passive park properties are under the Community Development Department purview. There is currently no policy for the rental of passive park property, structures, or rooms. As passive parks are developed, there is a need to generate revenue for maintenance and operations. Additional properties will be added to the policy over time as they become available to the public.

**Motion:** It was moved by Mr. Passiment, seconded by Mr. Glover that Committee recommend Council adopt the Passive Parks Facilities Rental Policy correcting the typographical error on page 10. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Item: Consideration of Appointments and Reappointments / Beaufort County Transportation Committee**

**Motion:** It was moved by Mr. Glover, seconded by C. Hervochon that Committee recommend Council reappoint Robert Arundell, Afif Combs, Joe DeVito, Craig Forrest, Kraig Gordon and Mark McCain as members of the Beaufort County Transportation Committee. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council reappoint Robert Arundell, Afif Combs, Joe DeVito, Craig Forrest, Kraig Gordon and Mark McCain as members of the Beaufort County Transportation Committee.

**Item: Consideration of Appointment and Reappointments / Solid Waste and Recycling Board**

**Motion:** It was moved by Mr. Lawson, seconded by Mr. Passiment that Committee recommend Council reappoint Sally Dennis as a member of the Solid Waste and Recycling Board. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Motion:** It was moved by Mr. Covert, seconded by Mr. Lawson that Committee recommend Council appoint Randy Boehme as a member of the Solid Waste and Recycling Board. The vote: YAYS – Mr. Covert, Mr. Dawson, Mr. Flewelling, Mr. Glover, Mr. Hervochon, Mrs. Howard, Mr. Lawson, Mr. Passiment and Mr. Rodman. Mr. Sommerville did not vote. The motion passed.

**Recommendation:** Council reappoint Sally Dennis and appoint Randy Boehme to serve as members on the Solid Waste and Recycling Board.

**INFORMATION ITEMS**

**Item: Consideration of Grant Match Commitments / Potential Mitigation Grant Projects** – Angel Marcinkoski, Assistant Recovery Coordinator; Eric Larson, Stormwater Utility Manager

**Discussion:** Presented project considering pursuing grants for. Know what the cost share is in the future to write into next year's budget. If and when the grants are approved

Potential Mitigation Grant Projects:

- Update to the Hazard Mitigation Plan (Year 2020): It would be a regional plan to include Beaufort, Colleton, Hampton and Jasper Counties. Beaufort County's cost is \$8,080.64. The grant is in the application approval process.
- Alljoy Home Elevations and Acquisitions Project: A grant proposal has already been submitted by an Alljoy resident. (16) homes have been identified as elevation projects, (27) homes and (4) lots have been identified as acquisition projects. The estimated local match is \$1,632,595. An alternative project would be acquisition in lieu of elevation. The estimated local match is \$805,825.
- Additional Warning Sirens (solar): The estimated local match per siren is \$7,819.56. It was recommended the County have (24) sirens; it currently has (12).
- Big Oak Street Home Elevation Project. A private homeowner has requested the County's help to obtain the grant. The estimated cost to elevate is \$195,000. The homeowner is covering the local match.

Mr. Flewelling asked why the County would be responsible for elevating homes. Mr. Larson replied it was in response to the concern Council had with last year's flooding in the Alljoy area. The elevation and acquisition grant is one of several potential solutions to the flood-prone neighborhood. Other solutions being considered are stormwater pumps, ponds or a combination of all.

The Stormwater Utility funds from the Alljoy Flood Mitigation Project may be used to cover some of the elevation and acquisition grant match.

Mr. Flewelling commented that the homeowner covering the local grant match for Big Oak Street home elevation project should set the precedence for others if Council chooses to pursue the grant.

Without objection the grant match for all of the presented projects were agreed upon, to include (12) additional sirens, and should be written into next year's budget.

**Status:** Proceed with the grant proposals and include grant matches into next year's budget.

**Item: Review of Committee Mission Statement**

**Discussion:** The Mission Statement for the Public Facilities Committee was reviewed. No changes were needed.

**Item: Discussion of Open Issues from 2018**

**Discussion:** Mr. Flewelling asked the Committee if there were items needing discussion between now and the March Planning Retreat. Mr. Weaver will soon distribute a draft agenda for the retreat to gather input.

Mr. Rodman suggested staff give regular updates regarding transportation issues and the status of outstanding projects.

Mr. Glover asked for a report on the plans for Lady's Island Airport.

**Status:** Add Transportation Update and Report on the Plans for Lady's Island Airport to the next Public Facilities Agenda.

**Adjournment**

The meeting adjourned at 4:44 p.m.

Ratified by Committee:





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Contract Award: RFP# 103118 Marshside Mama's Restaurant Lease with The Pointed Feather, LLC

**Council Committee:**

Public Facilities Committee

**Meeting Date:**

March 4, 2019

**Committee Presenter (Name and Title):**

Dave Thomas, Purchasing Director

**Issues for Consideration:**

1. On October 31, 2018, the Purchasing Department received three proposals to lease the property known as Marshside Mama's.
2. Staff formed an evaluation committee consisting of Tom Keaveny, Beaufort County Legal Counsel, Monica Spells, Assistant County Administrator-CE & O Area, David Wilhelm, PublicWorks Director, and Mark Roseneau, Director Facility Management and interviewed all three firms: The Pointed Feather, Patriot Management, and Dolphin Shared Management
3. Pointed Feather was ranked number one by the evaluation committee and was recommended for the contract award.

**Points to Consider:**

1. The Pointed Feather Company offered \$900 per month for rent, which is \$10,800 annually, plus \$100,000 in capital investments to the building with a 10 year lease.
2. Patriot Management the second ranked company offered \$500 per month rent, which is \$6,000 annually, plus \$115,000 in capital investments to the building with a 5 year lease and a 3 year renewal option.
3. Dolphin Shared Management offered \$285 per month for rent, which is \$3,420 annually, plus \$42,500 in capital investments to the building. They requested the County pay \$46,785 for a new septic system and a 10 year lease with a 10 year renewal.

**Funding & Liability Factors:**

No funding is required for this project.

**Council Options:**

The committee may approve or disapprove the contract award. If the committee approves the contract, forward their recommendation to County Council.

**Recommendation:**

Staff recommends that the Public Facilities Committee approve the contract award to lease the aforementioned property to The Pointed Feather Company and forward to County Council for final contract approval.



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**PURCHASING DEPARTMENT**  
 106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
 Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director  
 dthomas@bcgov.net 843.255.2353

**TO:** Councilman Brian Flewelling, Chairman, Public Facilities Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
 RFP 103118, Beaufort County Government Lease for Marshside Mama's Restaurant Facility

**DATE:** 03/04/2019

**BACKGROUND:**

Beaufort County issued a Request for Proposal (RFP) to solicit proposals from qualified firms to lease the County property known as Marshside Mama's Restaurant. The County received three responses to the RFP from the vendors listed below. The costs shown below represent monthly/annual rent/capital investment/term for each vendor.

Staff formed an evaluation committee consisting of Tom Keaveny, Beaufort County Legal Counsel, Monica Spells, Assistant County Administrator-CE & O Area, David Wilhelm, Public Works Director, and Mark Roseneau, Director Facility Management and interviewed all three firms. Pointed Feather was ranked number one by the evaluation committee and was recommended for the contract award

**VENDOR INFORMATION:**

**COST:**

1. The Pointed Feather, Bluffton, SC	\$900/\$10,800/\$100,000/10 year lease
2. Patriot Management, Ironton, OH	\$500/\$6000/\$115,000/5 year lease
3. Dolphin Shared Management, Daufuskie Island, SC	\$285/\$3,420/\$42,500/10 year lease*

\*Dolphin Shared Management requested the County invest \$46,785 for a new septic system.

Insert Addition Vendor Info.

**FUNDING:**

Not applicable.

Funding approved: Yes By: Imaietta Date: 02/21/2019

**FOR ACTION:**

Public Facilities Committee on March 4, 2019.

**RECOMMENDATION:**

Staff recommends that the Public Facilities Committee approve the contract award to lease the aforementioned property to The Pointed Feather Company and forward to County Council for final contract approval.

Attachment: RFP 103118 Attachments.pdf  
72.26 KB

cc: John Weaver, Interim County Administrator

Approved: Yes Date: 02/25/2019

Check to override approval:  Overridden by:  Override Date:

Alicia Holland, Assistant County Administrator, Finance  
Approved: Yes  Date: 02/21/2019

Robert McFee, PE, Division Director, Construction, Engin   
Approved: Yes  Date: 02/22/2019

Check to override approval:  Overridden by:  Override Date:  ready for admin:

Mark Roseneau, Director, Facility Management Departm   
Approved: Yes  Date: 02/25/2019

Check to override approval:  Overridden by:  Override Date:  ready for admin:

CC others

After Initial Submission, Use the Save and Close Buttons

Lease of Marshside Mama's

RFP 103118

Summary Score Sheet

<b>Evaluators</b>	<b>Name of Company</b>	<b>Name of Company</b>	<b>Name of Company</b>
	<u>Dolphin Shared Management</u>	<u>Patriot Management</u>	<u>Pointed Feather</u>
T. Keaveny	73	85	92
M. Roseneau	90	95	94
M. Spells	65	85	80
D. Wilhelm	79	73	83
<b>TOTALS:</b>	<b>307</b>	<b>338</b>	<b>349</b>
1. Pointed Feather	349		
2. Patriot Management	338		
3. Dolphin Shared Management	307		



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Recommendation for Contract Award for IFB#011719, Beaufort County Government Complex A. Horne Building Selective Demolition

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

3/04/19

#### Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director, Mark Roseneau, Director Facilities Management, Dan Saltrick, Beaufort Design Build

#### Issues for Consideration:

Patterson Construction, Inc., and CCCS International bid on the A. Horne Building Selective Demolition Construction Services. Patterson Construction, Inc. is considered the lowest responsive bidder. Patterson Construction's bid price was \$98,175 compared to CCCS International's bid of \$222,652. That's \$124,477 more than the low bidder's price. Note, Patterson Construction is a local vendor and is self-performing. Their bid was \$30,000 less than the \$130,000 estimate. Patterson Construction's overhead and general conditions costs are most likely lower than CCCS International who is from Charleston, SC.

#### Points to Consider:

Staff has met with Patterson Construction, Inc., owner and believes their bid is reasonable for the Scope of Work and recommends the award.

#### Funding & Liability Factors:

2019A Go Bonds, Balance of \$3,500,000. Account # 40110011-54425 Renovation-A. Horne Building.

#### Council Options:

Award the contract to Patterson Construction, Inc., award the contract to CCCS International, return the project for rebid or cancel/delay the project.

#### Recommendation:

Award the A. Horne Building Selective Demolition contract to Patterson Construction, Inc., in the amount of \$98,175.



**COUNTY COUNCIL OF BEAUFORT COUNTY  
PURCHASING DEPARTMENT**

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

**TO:** John L. Weaver, Interim County Administrator

**FROM:** David L Thomas. CPPO. Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
IFB 011719, Beaufort County Government Complex, A. Horne Building Selective Demolition

**DATE:** 03/04/2019

**BACKGROUND:**

Beaufort County issued an Invitation for Bid (IFB) to solicit proposals from qualified firms to provide construction services for the A. Horne building partial demolition. The project includes partial demolition of an existing single story load bearing masonry building and mechanical, electrical and plumbing work required to maintain occupancy of the remaining portion. The project does not include hazardous materials removal or abatement. Three mandatory pre-bid meetings were held on November 15, 2018, December 4th and 20th, 2018, at 3:00 pm in the Executive Conference Room. A total of six (6) construction firms attended the meetings. Two bids were received and opened on January 19, 2019. The County received bids from the following two firms:

1. Patterson Construction, Beaufort, SC
2. CCCS International, Charleston, SC

County staff evaluated the bids, along with our architect Daniel C. Saltrick, Beaufort Design Build, and determined that Patterson Construction was the lowest responsive and responsible bidder.

\*The total Bid includes a Contingency allowance of \$4,675 to cover any unforeseen conditions. The grand total for the project including the contingency is \$98,175. Patterson Construction is a local contractor and is self-performing and will use their own equipment for demolition and haul off. For these reasons, Patterson Construction's overhead and general conditions costs are most likely lower than the Bidder who is from Charleston, SC. Beaufort Design Build's estimate for this project was \$130,000. Staff believes that Patterson Construction's bid is reasonable for the Scope of Work and recommends the award. The contractor has 30 days to complete the project.

**VENDOR INFORMATION:**

**COST:**

1. Patterson Construction, Beaufort, SC	\$ 98,175*
2. CCCS International, Charleston, SC	\$222,652.50

**FUNDING:**


2019A General Obligation Bonds, GL Account 40110011-54425 Renovations- A. Horne Building, Balance \$3,500,000.

Funding approved:  By:  Date:

**FOR ACTION:** Public Facilities Committee on March 4, 2019.

**RECOMMENDATION:**

The Purchasing Department recommends that the Public Facilities Committee approve the contract award to Patterson Construction in the amount of \$98,175 for the A. Horne Building Partial Demolition Project from the funding sources listed above.

Attachment:  IFB 011719 Agenda Summary Bid Tab.pdf  
204.17 KB

cc: John Weaver, Interim County Administrator

Approved:  Date:

Check to override approval:  Overridden by:  Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved:  Date:

Robert McFee, PE, Division Director, Construction, Engineerii

Approved:  Date:

Check to override approval:  Overridden by:  Override Date:  ready for admin:

Mark Roseneau, Director, Facility Management Department

Approved:  Date:

Check to override approval:  Overridden by:  Override Date:  ready for admin:

**After Initial Submission, Use the Save and Close Buttons**

Bid Date and Time: January 17 at 2:00 PM

Bid Location: Beaufort County Purchasing Office; 106 Industrial Village Road, Building 2, Beaufort, South Carolina 29906

**Beaufort County Government Complex  
A.Horne Building Selective Demolition  
104 Ribaut Rd., Beaufort, South Carolina 29902**

**Bid Tabulation**

Item or Description	Patterson Construction	CCCS International		
SC License Number	G12306 B5	G115516		
Attended Pre-Bid Meeting	Yes	Yes		
All Addendums Received	Yes	Yes		
SMB Self Performance Affidavit or Good Faith Effort Checklist	Yes	Yes		
Non-Discrimination Statement	Yes	Yes		
Certificate of Compliance with ADA	Yes	Yes		
Bid Bond or Certified Cashier's Check	Yes	Yes		
<b>A. Base Bid</b>	<b>\$93,500.00</b>	<b>\$212,050.00</b>		
<b>B. Contingency Allowance – Five Percent (5%)</b>	<b>\$4,675.00</b>	<b>\$10,602.50</b>		
<b>C. Total Bid (A+B)</b>	<b>\$98,175.00</b>	<b>\$222,652.50</b>		
<b>Alternates</b>				
There are no Alternates	N/A	N/A		
<b>Unit Prices</b>				
There are no Unit Prices	N/A	N/A		
<b>Total Bid</b>	<b>\$98,175.00</b>	<b>\$222,652.50</b>		

**Certification:**

Bids tabulated herein were opened and read aloud on January 17, 2019 at 2:00 PM, in the office of Beaufort County Purchasing Office; 106 Industrial Village Road, Building 2, Beaufort, South Carolina 29906. The above Tabulation is true and accurate.

Certified by:  on 01-17-2019

Daniel C. Saltrick, AIA







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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Jenkins Island ROW

#### Council Committee:

Public Facilities

#### Meeting Date:

March 4, 2019

#### Committee Presenter (Name and Title):

Rob McFee

#### Issues for Consideration:

Administration requires authorization to conduct Right of Way transactions on behalf of Beaufort County as they pertain to US 278 Improvements (Jenkins Island) .

Attached are right-of-way exhibits for review, for acquisition of property and permissions on the properties.

#### Points to Consider:

For the exhibits include three(3) Town of Hilton Head properties that will need property acquired. It also include exhibits for the Santee Cooper property which will need a small amount of permission for temporary erosion control silt fence placement. As well as a slope and erosions control permission on one of the Windmill Harbor Association properties.

#### Funding & Liability Factors:

TOHHI has agreed to donate ROW and the remaining 2 permissions should not involve funding considerations

#### Council Options:

Approve the acquisition or deny the aquisition

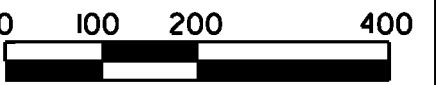
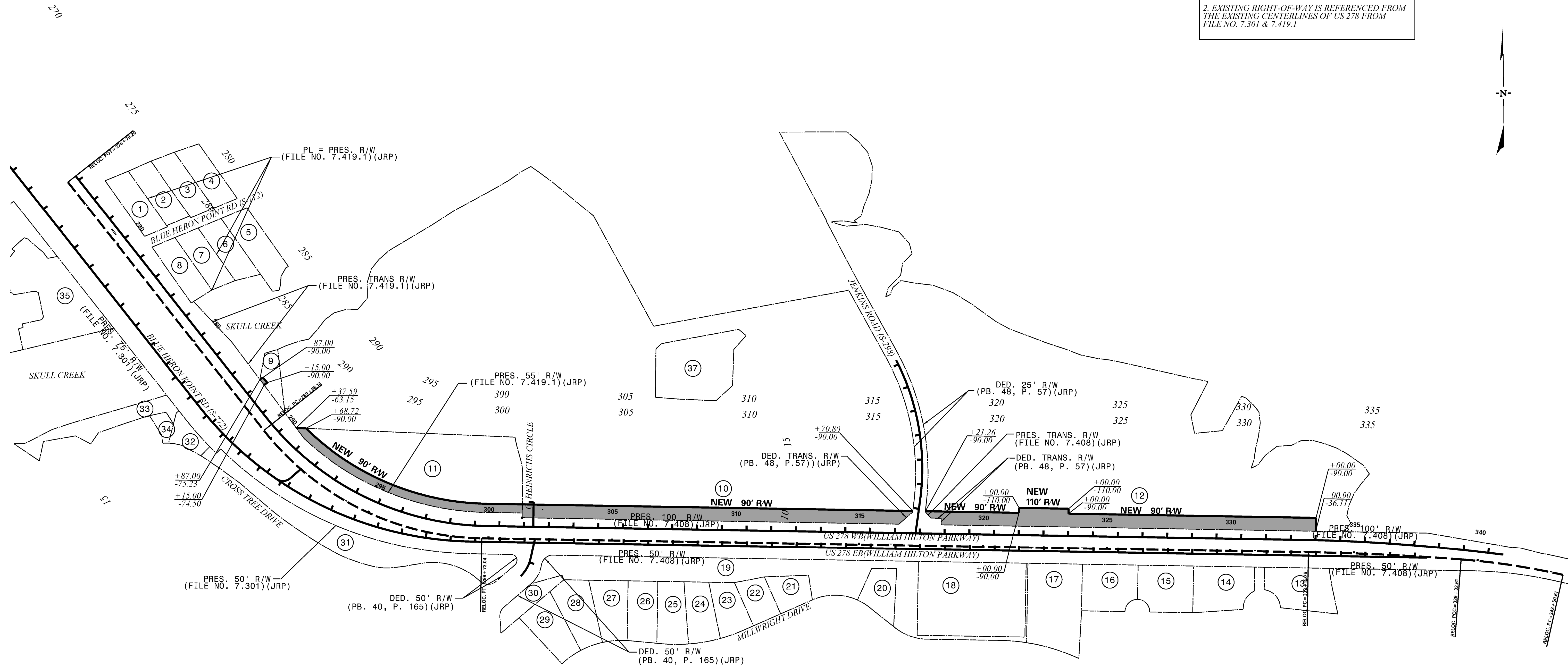
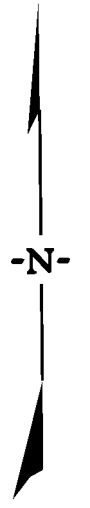
#### Recommendation:

Approve the aquisition



**RIGHT-OF-WAY NOTES:**

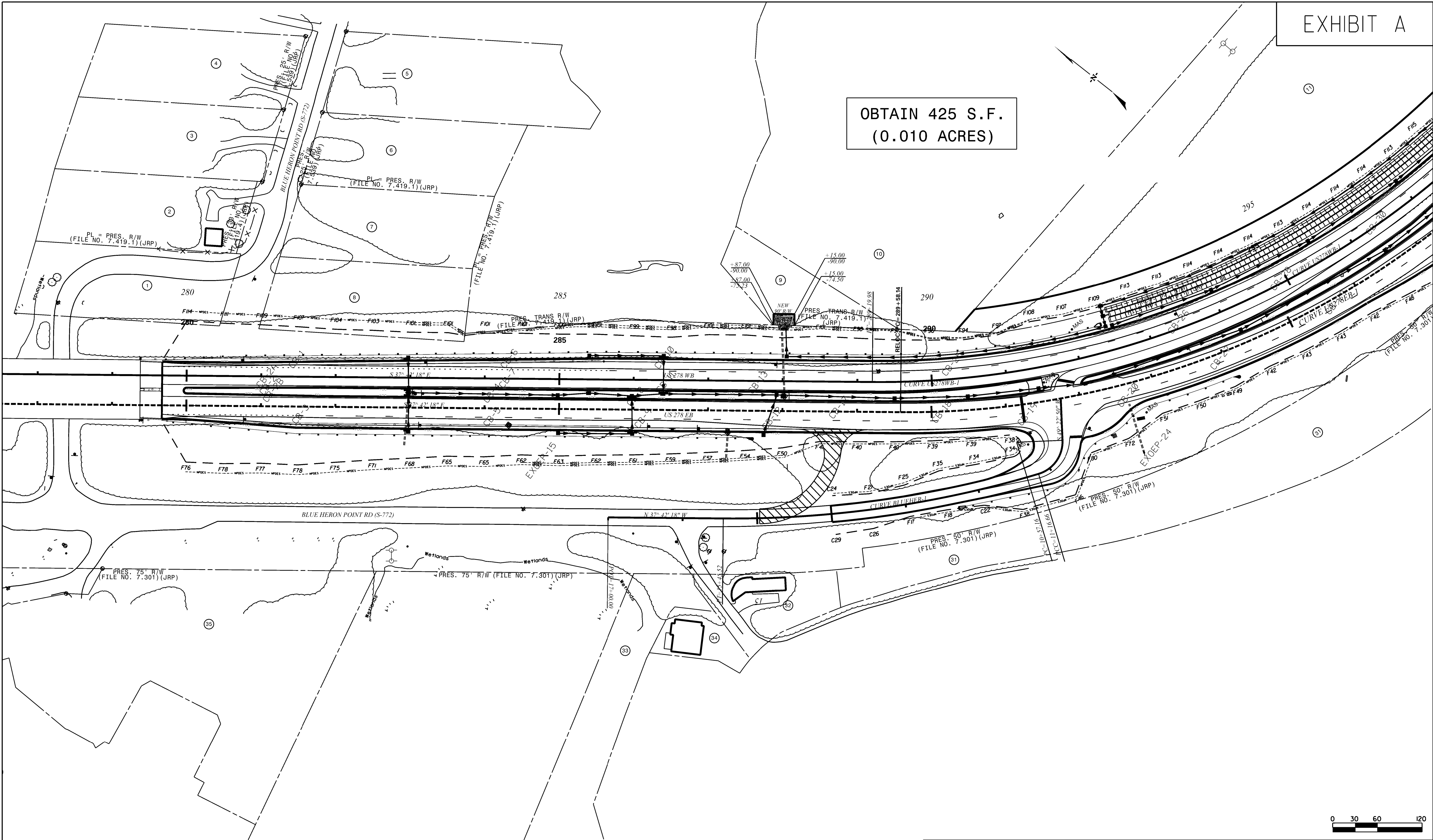
1. NEW RIGHT-OF-WAY IS REFERENCED FROM THE PROPOSED CENTERLINE OF US278 WB.
2. EXISTING RIGHT-OF-WAY IS REFERENCED FROM THE EXISTING CENTERLINES OF US 278 FROM FILE NO. 7.301 & 7.419.1



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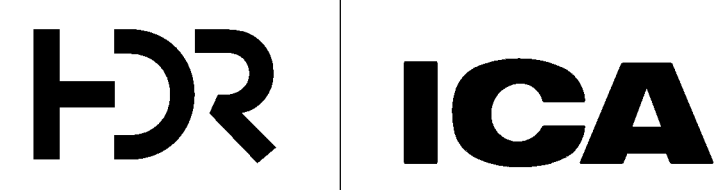
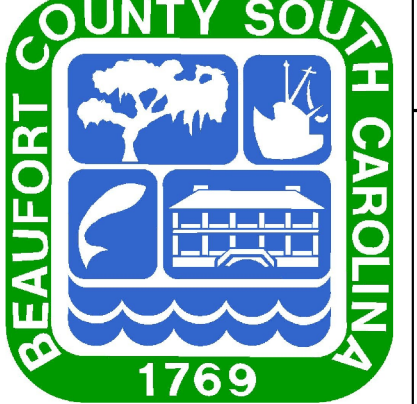
<p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>	<p><b>PLANS FOR REVIEW</b></p>	<p><b>NOT FOR CONSTRUCTION</b></p>	4			<p>BEAUFORT COUNTY, SC</p> <p>U.S. RTE. 278 WIDENING (WILLIAM HILTON PARKWAY)</p> <p>RIGHT-OF-WAY STRIP MAP</p> <p>U.S. RTE. 278</p>														
			3																	
2																				
1																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV. NO.</th> <th>BY</th> <th>DATE</th> <th>DESCRIPTION OF REVISION</th> </tr> </thead> <tbody> <tr> <td>TOPO.</td> <td></td> <td>DATE</td> <td></td> </tr> <tr> <td>DWG.</td> <td></td> <td>DATE</td> <td></td> </tr> <tr> <td>R/W</td> <td></td> <td>DATE</td> <td></td> </tr> </tbody> </table>			REV. NO.	BY	DATE		DESCRIPTION OF REVISION	TOPO.		DATE		DWG.		DATE		R/W		DATE		<p>PLAN SCALE 1" = 200'</p>
REV. NO.	BY	DATE	DESCRIPTION OF REVISION																	
TOPO.		DATE																		
DWG.		DATE																		
R/W		DATE																		

OBTAIN 425 S.F.  
(0.010 ACRES)



1. EXISTING R/W PRIOR TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE

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 <p>HR ICA</p>	 <p>BEAUFORT COUNTY SOUTH CAROLINA 1769</p>	<p>BEAUFORT COUNTY, SC</p> <p>R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND TRACT 9 CENTRAL ELECTRIC POWER CO.</p>
<p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>		

# RIGHT-OF-WAY DATA SHEET

FED. RD. DIV. NO.	STATE	COUNTY	PROJECT ID	ROUTE/ROAD NO.	SHEET NO.
3	S.C.	BEAUFORT	P032349	US 278	4

TRACT NO.	PROPERTY OWNER	TAX MAP REFERENCE	TOTAL TRACT ACRES	OBTAIN				REMAINDER LEFT ACRES <sup>^</sup>	REMAINDER RIGHT ACRES <sup>^</sup>	DATE ACQUIRED	TYPE OF INSTRUMENT	PERMISSION (YES)					REMARKS	
				OUTFALL DITCH	LEFT	RIGHT	TOTAL					OUTFALL DITCH	SLOPE	DRAINAGE STRUCTURE	EROSION CONTROL	ENTRANCE CONSTRUCTION		
1	SOUTH CAROLINA STATE HIGHWAY DEPARTMENT	R501 006 000 0029 0000	0.62															
2	JOSEPH AND GEORGIA MCCULLOCH REVOCABLE TRUST	R501 006 000 0027 0000	0.61															
3	BRIAN J. BOHNER AND WENDY BOHNER	R501 006 000 0025 0000	0.62															
4	CHRYSTAL S. HOEY	R501 006 000 0023 0000	0.63															
5	JAMES L. DRURY AND JENNIE L. DRURY	R501 006 000 0024 0000	0.76															
6	ROBERT JAMES MOORE AND KIMBERLY CHRISTY MOORE	R501 006 000 0026 0000	0.61															
7	SOUTH CAROLINA STATE HIGHWAY DEPARTMENT	R501 006 000 0028 0000	0.59															
8	SOUTH CAROLINA STATE HIGHWAY DEPARTMENT	R501 006 000 0030 0000	0.60															
9	CENTRAL ELECTRIC POWER CO	R510 006 000 0043 0000	0.24														YES	
10	THE TOWN OF HILTON HEAD ISLAND	R510 006 000 0099 0000	49.20		83858 SF <i>1.925 Ac</i>		83858 SF <i>1.925 Ac</i>	47.275				YES						
11	THE TOWN OF HILTON HEAD ISLAND	R510 006 00A 0305 0000	5.00		34288 SF <i>0.787 Ac</i>		34288 SF <i>0.787 Ac</i>	4.213										
12	THE TOWN OF HILTON HEAD ISLAND	R510 006 000 0001 0000	29.80		87268 SF <i>2.003 Ac</i>		87268 SF <i>2.003 Ac</i>	27.797				YES						
13	LAWRENCE F. ANITO, JR. AND ANN E. ANITO	R501 006 00A 0011 0000	1.01															
14	JAMES L. UMLAUF AND FRANCES M. UMLAUF	R501 006 00A 0010 0000	0.97															
15	MICHAEL J. MCLAUGHLIN AND KARLA S. MCLAUGHLIN	R501 006 00A 0006 0000	0.94															
16	TYRONE R. DELMONICO	R501 006 00A 0005 0000	0.94															
17	FRANCES B. RAUS	R501 006 00A 0002 0000	1.74															
18	WINDMILL HARBOUR ASSOCIATION	R501 006 000 0039 0000	3.00															
19	WINDMILL HARBOUR ASSOCIATION	R501 006 00A 0304 0000	4.00															
20	WINDMILL HARBOUR ASSOCIATION	R501 006 00A 0310 0000	0.54															
21	PIERRE Y. COMBEMALE & LAURA D. COMBEMALE	R501 006 00A 0285 0000	0.47															
22	HERBERT A. SLATER AND ROSALYN E. SLATER	R501 006 00A 0286 0000	0.49															
23	GRADY L. MONTGOMERY AND KELLY K. MONTGOMERY	R501 006 00A 0129 0000	0.59															
24	PETER EDWIN SHERRATT	R501 006 00A 0130 0000	0.64															
25	ROBERT H. DOLCE & DORIS E. DOLCE	R501 006 00A 0131 0000	0.68															
26	JAMES A. BAILEY AND DEBRA A. BAILEY	R501 006 00A 0132 0000	0.68															
27	BILLY A. DOUGLAS AND LINDA A. DOUGLAS	R501 006 00A 0133 0000	0.73															
28	MARY JANE SEXTON	R501 006 00A 0287 0000	0.82															
29	PHILIP WORTH GAINES AND SYLVIA MUNCEY GAINES	R501 006 00A 0288 0000	0.75															
30	COLIGNY PLAZA LIMITED PARTNERSHIP	R501 006 00A 0309 0000	0.45															
31	WINDMILL HARBOUR ASSOCIATION	R501 006 00A 0304 0000	2.50									YES		YES				
32	DOGWOOD COTTAGE, LLC	R501 006 00A 0311 0000	0.44															
33	WINDMILL HARBOUR ASSOCIATION	R501 006 00A 0227 0000	0.90															
34	JACK L. FRASHER AND VICTORIA C. FRASHER	R501 006 00A 0229 0000	0.15															
35	MARINER'S COVE HORIZONTAL PROPERTY REGIME	R501 006 000 0035 0000	2.19															
36	TIDEVIEW INC	R501 006 000 035A 0000	5.15															

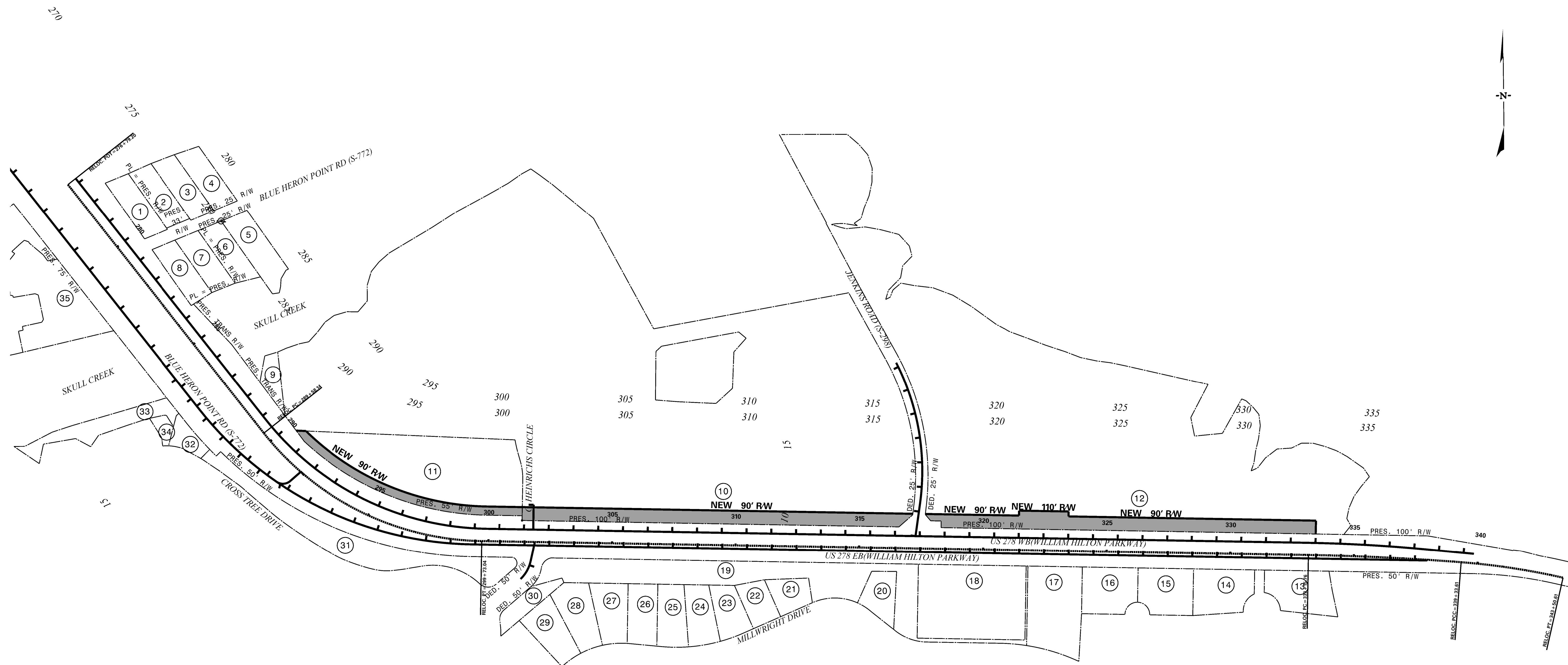
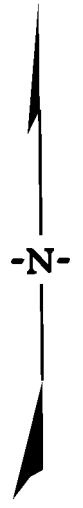
DATE	TRACT NO.	REMARKS

R/W NOTE: THE DEPARTMENT WILL UTILIZE THE PRESENT RIGHT OF WAY AS SHOWN BELOW EXCEPT AS OTHERWISE SHOWN ON PLANS.

ROAD / ROUTE #	FILE #	R/W WIDTH	YEAR ACQ'D.

NOTES:  
A. SHOW REMAINDER IN SQUARE FEET WHEN LESS THAN 0.25 ACRE.

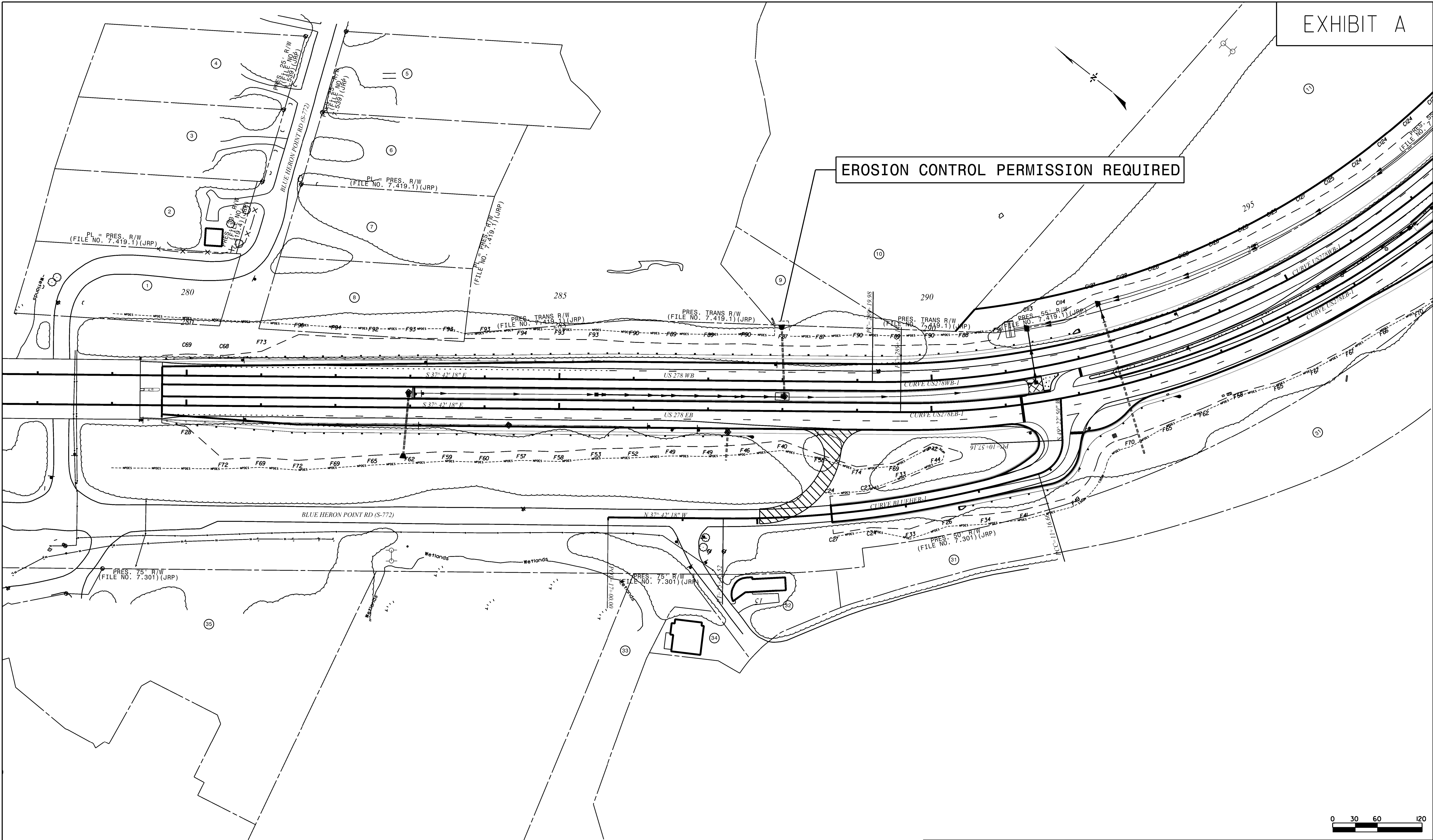
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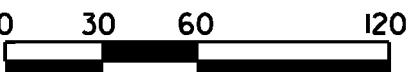
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<p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>	<p><b>PLANS FOR REVIEW</b></p>	<p><b>NOT FOR CONSTRUCTION</b></p>	4			<p>BEAUFORT COUNTY, SC</p> <p>U.S. RTE. 278 WIDENING (WILLIAM HILTON PARKWAY)</p> <p>RIGHT-OF-WAY STRIP MAP</p> <p>U.S. RTE. 278</p>
			3			
			2			
			1			
			REV. NO.	BY	DATE	DESCRIPTION OF REVISION
			TOPO.		DATE	
			DWG.		DATE	PLAN SCALE 1" = 200'
			R/W		DATE	

EROSION CONTROL PERMISSION REQUIRED

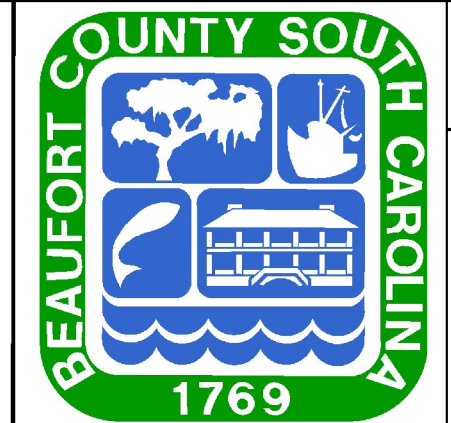


1. EXISTING R/W PRIOR TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



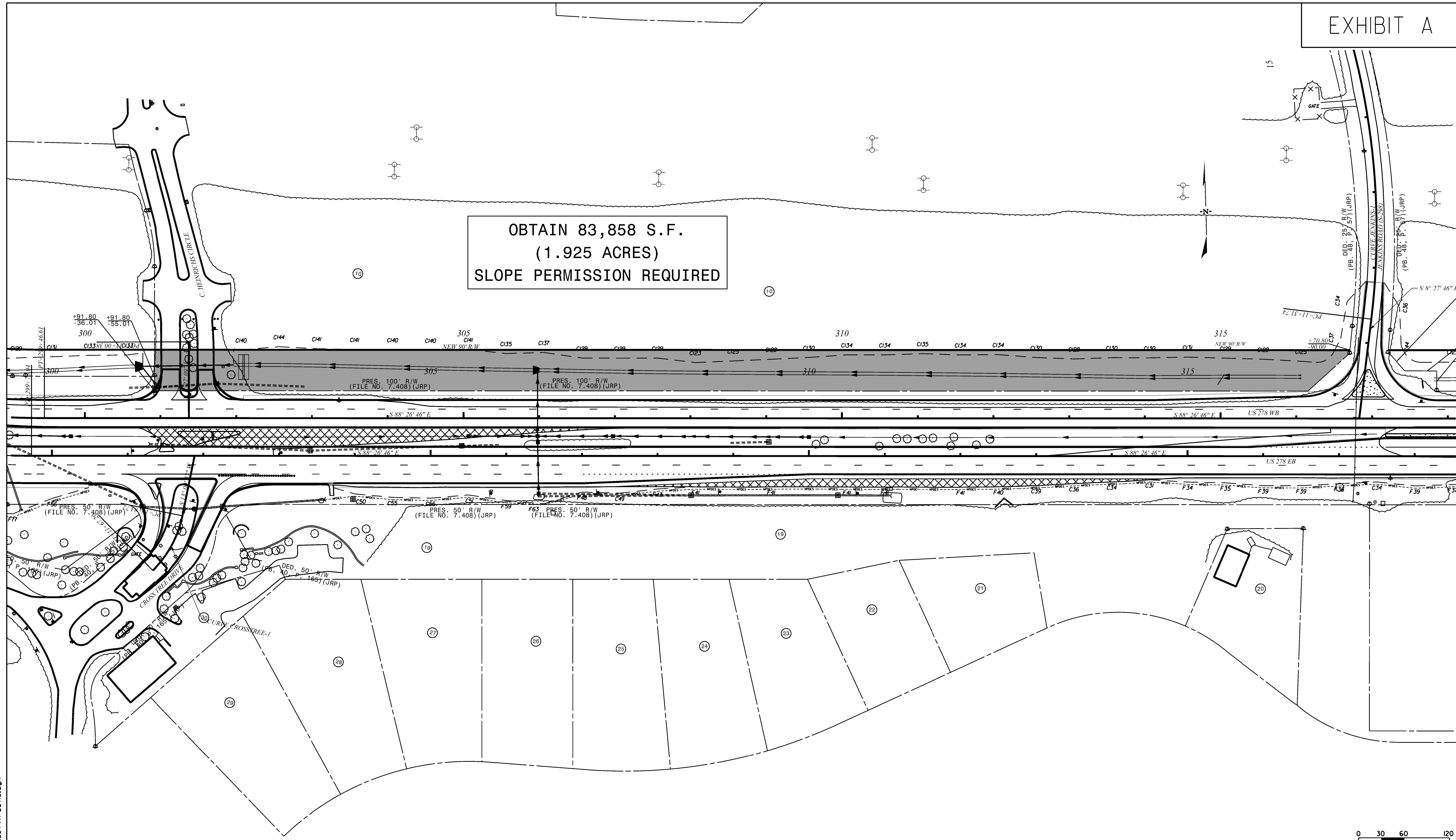
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**HR ICA**  
 ICA Engineering Inc.  
 1122 Lady Street, Suite 1100, Columbia, SC 29201

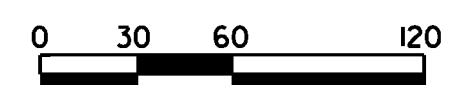


BEAUFORT COUNTY, SC  
 R/W EXHIBIT  
 US 278 IMPROVEMENTS  
 ON JENKINS ISLAND  
 TRACT 9  
 CENTRAL ELECTRIC POWER CO.

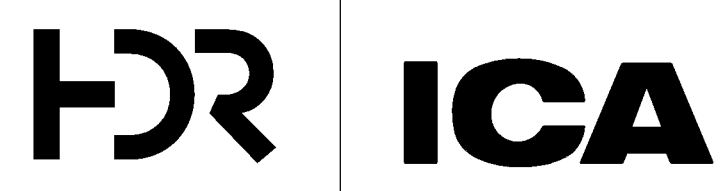
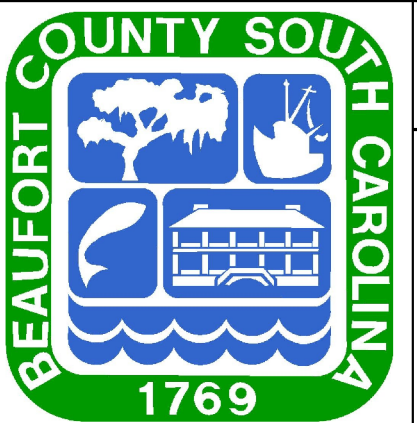
OBTAIN 83,858 S.F.  
(1.925 ACRES)  
SLOPE PERMISSION REQUIRED



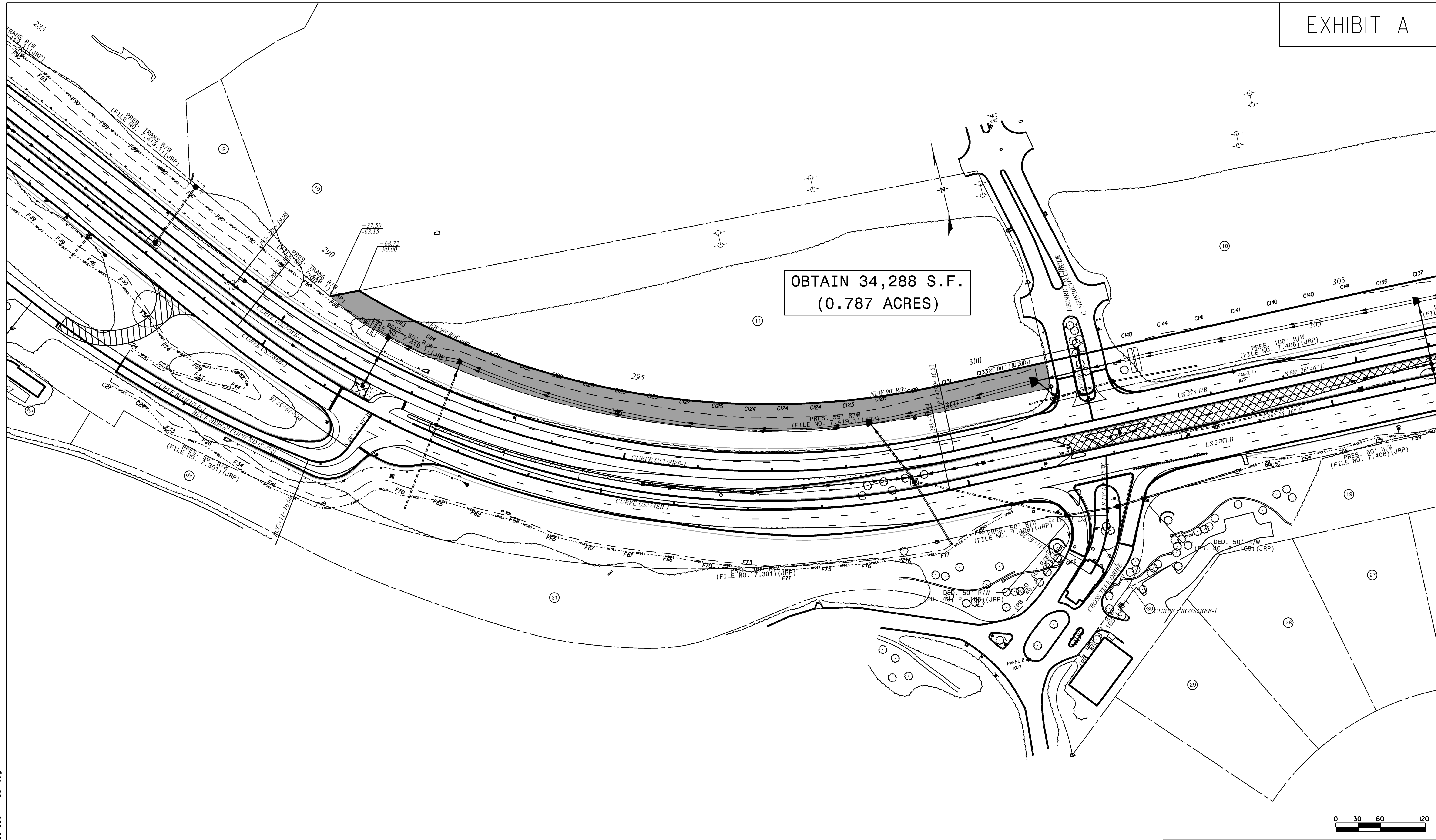
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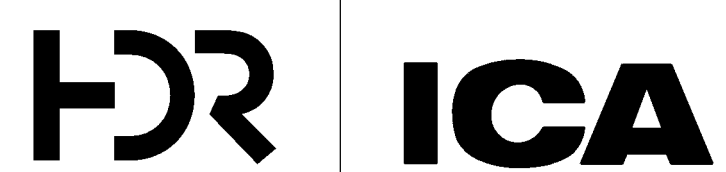
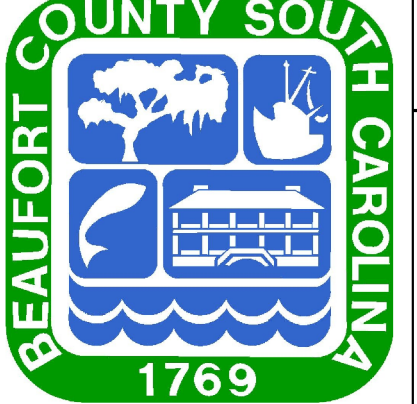
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 ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201		BEAUFORT COUNTY, SC
		R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND TRACT 10 TOWN OF HILTON HEAD ISLAND

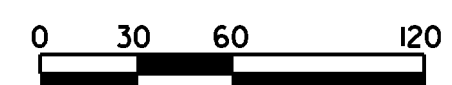




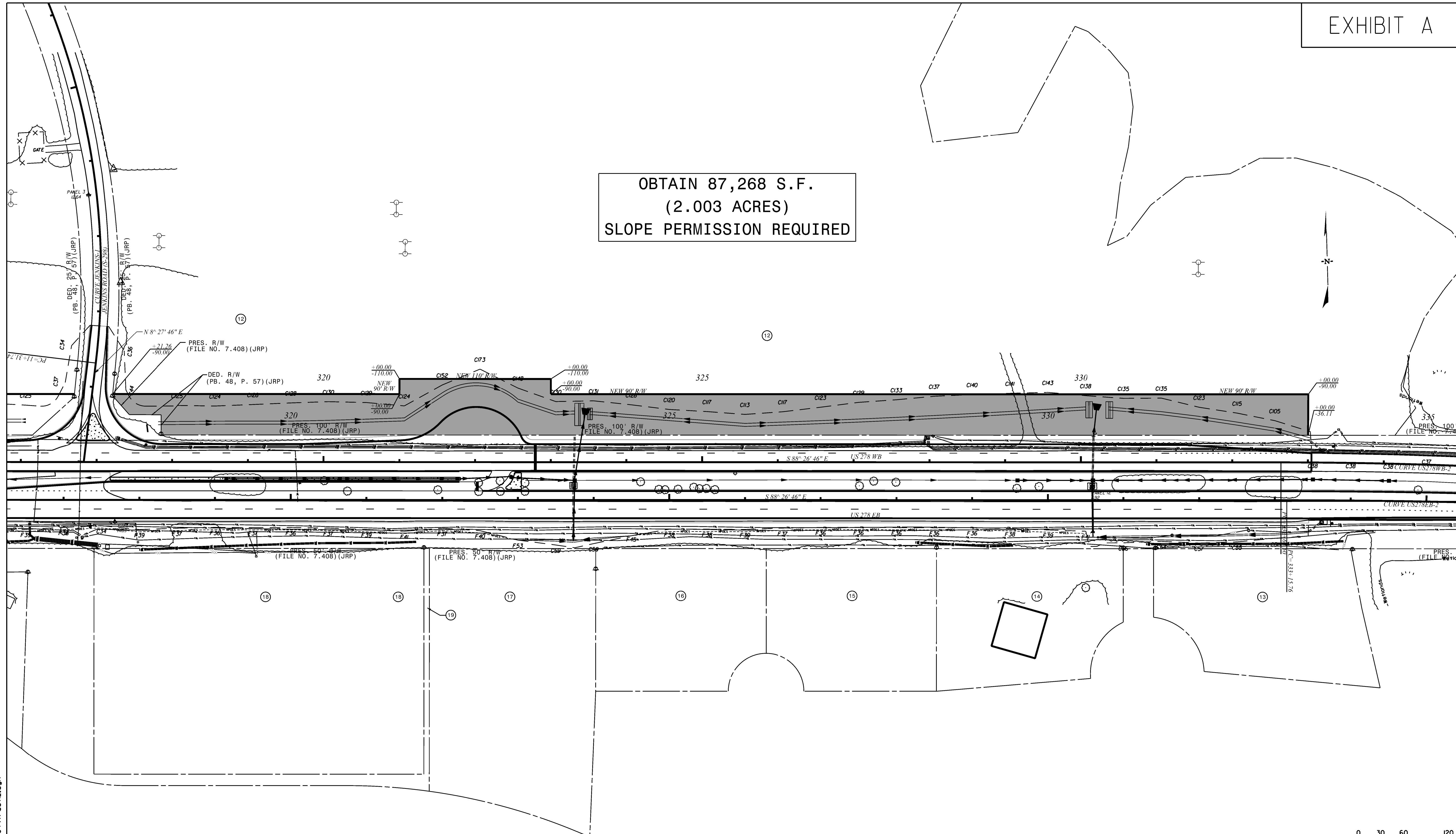
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3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE

 <p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>		<p>BEAUFORT COUNTY, SC</p> <p>R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND</p> <p>TRACT II TOWN OF HILTON HEAD ISLAND</p>
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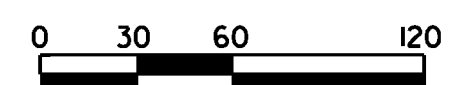


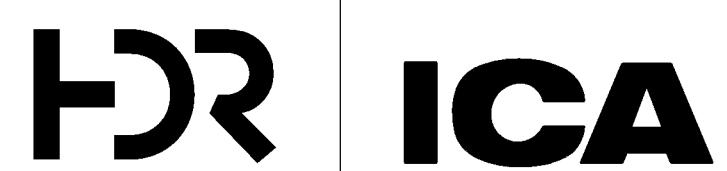
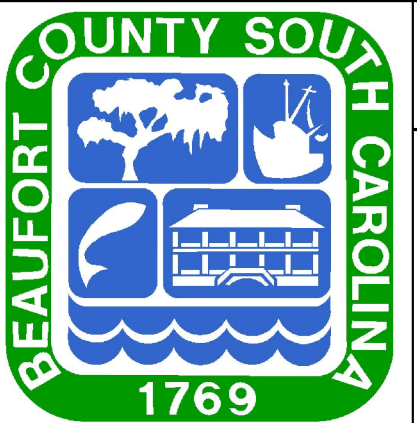
OBTAIN 87,268 S.F.  
(2.003 ACRES)  
SLOPE PERMISSION REQUIRED

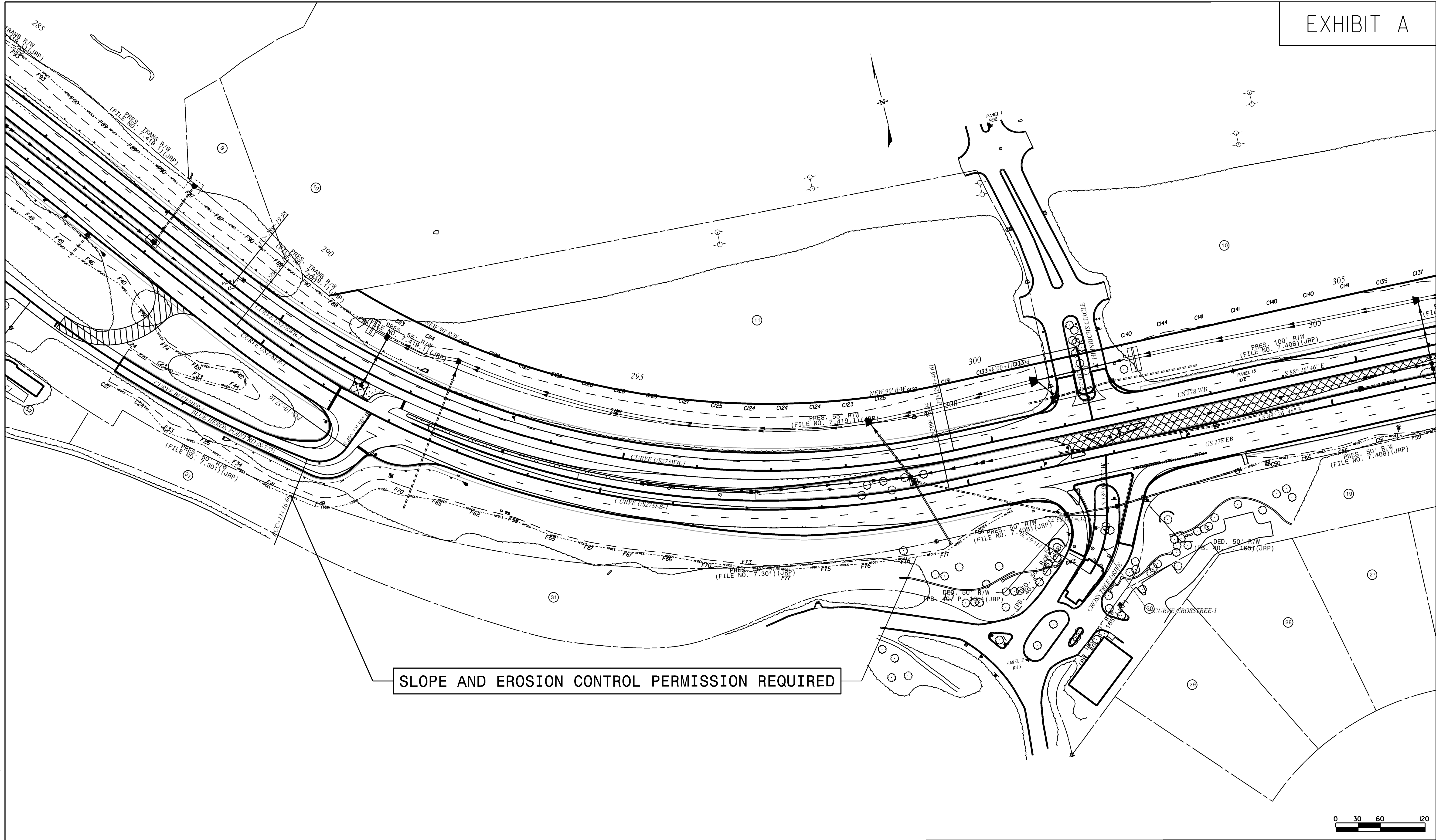


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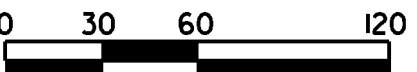
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3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



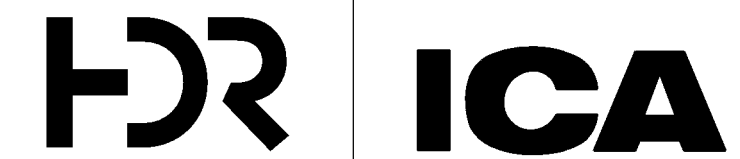
 ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201		BEAUFORT COUNTY, SC
		R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND TRACT 12 TOWN OF HILTON HEAD ISLAND



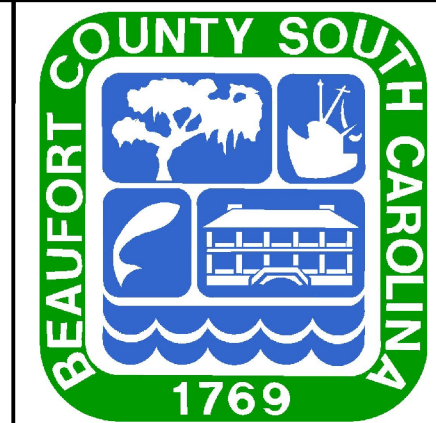
SLOPE AND EROSION CONTROL PERMISSION REQUIRED



1. EXISTING R/W PRIOR TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



ICA Engineering Inc.  
1122 Lady Street, Suite 1100, Columbia, SC 29201



BEAUFORT COUNTY, SC  
R/W EXHIBIT  
US 278 IMPROVEMENTS  
ON JENKINS ISLAND  
TRACT 31  
WINDMILL HARBOUR ASSOCIATION



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Fort Fredrick boat ramp agreements with SCDNR

**Council Committee:**

Public Facilities

**Meeting Date:**

March 4, 2019

**Committee Presenter (Name and Title):**

Robert McFee, Division Director Engineering

**Issues for Consideration:**

Administration requests authorization to enter into the Access, Lease and License agreements with SCDNR for the improvement of the water/boat access at Fort Fredrick.

**Points to Consider:**

The Fort Fredrick project has been on the CIP list for improvement since 2006. In 1998 SCDNR obtained 3.04 acres adjacent to the Beaufort River containing the ruins of Fort Fredrick, but access to this once popular boat ramp was all but eliminated by the events of 9.11 since access was through the US Naval Hospital grounds. Beaufort County, through its RCL program bought an adjacent property of 2.28 acres in 2005, but vehicular access was still restricted. Beaufort County, with cooperation with the Town of Port Royal, purchased 610 Old Fort Road to provide vehicle access to properties. These agreements with SCDNR are necessary in order for Beaufort County to improve this water access.

**Funding & Liability Factors:**

Agreements require Beaufort County to secure funds for the boating access replacement within 2 years.

**Council Options:**

Approve the agreements or deny the agreements

**Recommendation:**

Approve the agreements

STATE OF SOUTH CAROLINA )  
 )  
BEAUFORT COUNTY )

LEASE AND MANAGEMENT  
AGREEMENT

This Lease and Management Agreement, referred to hereinafter as the “Agreement”, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 201 by and between the South Carolina Department of Natural Resources, an agency of the State of South Carolina referred to hereinafter as the “Department”, and Beaufort County, a political subdivision of the State of South Carolina, referred to hereinafter as the “County”.

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the County owns a tract of real property in Beaufort County adjacent to FFHP pursuant to a deed recorded in the office of the Beaufort County Register of Deeds in Deed Book 3245 at Page 374 on May 21, 2013 (TMS# R110-009-000-1421-0000) and, by separate instrument, has provided the Department with a permanent right of access to FFHP through said tract pursuant to an Access Easement recorded in the office of the Beaufort County Register of Deeds in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_ on \_\_\_\_\_, 201\_\_\_\_\_

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Signature pages follow.}

IN WITNESS WHEREOF the County and the Department, by and through their authorized representatives, sign, seal, and deliver this Agreement this \_\_\_\_ day of \_\_\_\_\_, 201

WITNESSES:

Beaufort County

\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF BEAUFORT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201 by \_\_\_\_\_ of Beaufort County, by duly authorized action, for the purposes set forth herein, on behalf of the County.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 201 .

\_\_\_\_\_(SEAL)

Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF the County and the Department, by and through their authorized representatives, sign, seal, and deliver this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2018.

S. C. Department of Natural Resources

By: \_\_\_\_\_  
Alvin A. Taylor, Director

\_\_\_\_\_  
\_\_\_\_\_

STATE OF SOUTH CAROLINA )

) ACKNOWLEDGMENT

COUNTY OF RICHLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Alvin A. Taylor, Director of the S.C. Department of Natural Resources, by duly authorized action, for the purposes set forth herein, on behalf of the Department.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
(SEAL)

Notary Public for South Carolina

My Commission Expires: \_\_\_\_\_

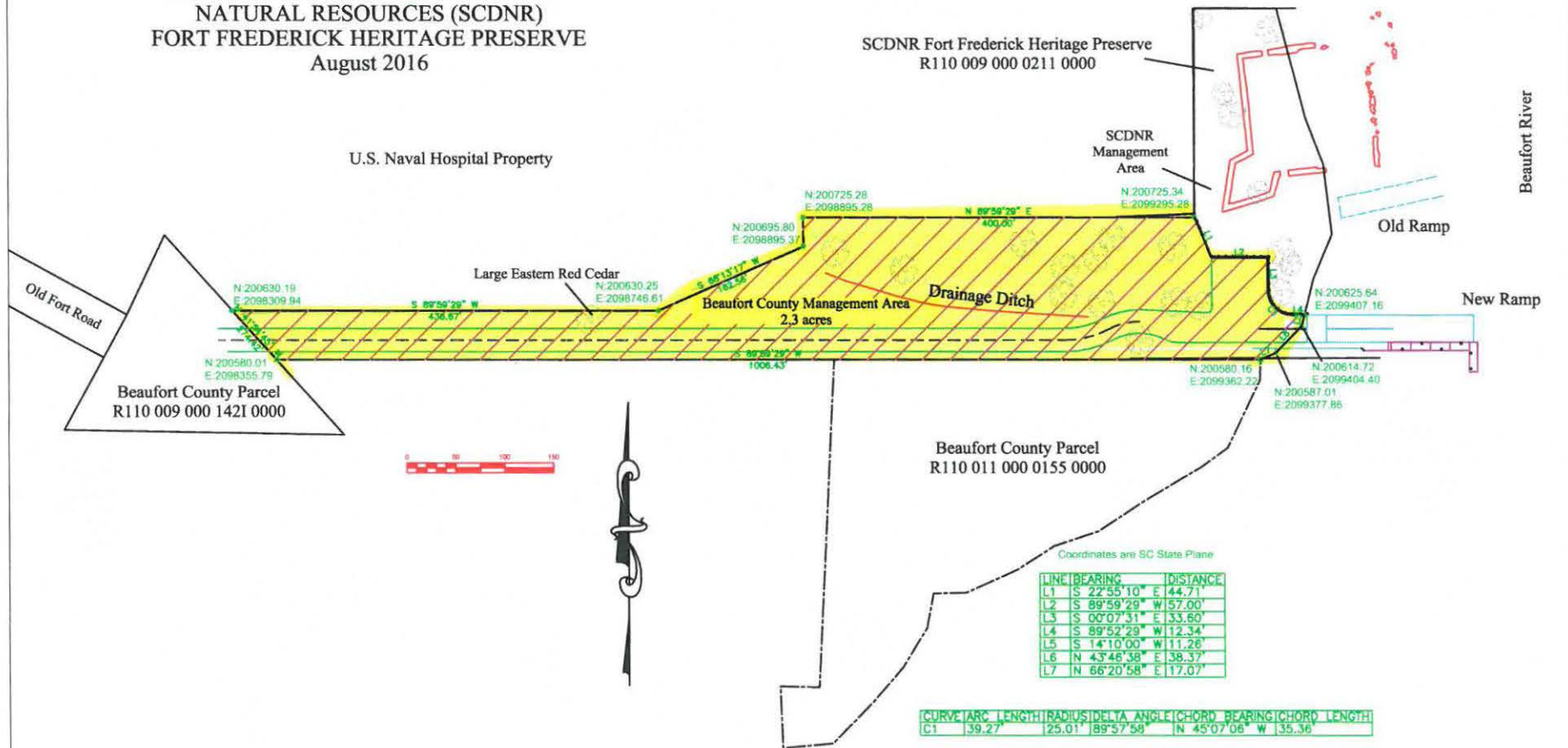
\*\*\*

With respect to the lease of the Premises, this Lease and Management Agreement is approved in accordance with South Carolina Code of Laws § 1-11-55 and 1-11-56 and South Carolina Code of Regulations § 19-447.1000 by the South Carolina Department of Administration, Division of Facilities Management and Property Services, this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Ashlie N. Lancaster, Director  
Division of Facilities Management and Property Services,  
Department of Administration

**Exhibit A**

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





SCDNR Fort Frederick Heritage Preserve  
R110 009 000 0211 0000

Beaufort River

SCDNR  
Management  
Area

N:200725.34  
E:2099295.28

N 89°59'29" E  
400.00'

Old Ramp

New Ramp

Drainage Ditch

N:200625.64  
E:2099407.16

Beaufort County Management Area  
2.3 acres

N:200580.16  
E:2099362.22

N:200614.72  
E:2099404.40

N:200587.01  
E:2099377.86

Beaufort County Parcel  
R110 011 000 0155 0000



Coordinates are SC State Plane

LINE	BEARING	DISTANCE
L1	S 22°55'10" E	44.71'
L2	S 89°59'29" W	57.00'
L3	S 00°07'31" E	33.60'
L4	S 89°52'29" W	12.34'
L5	S 14°10'00" W	11.26'
L6	N 43°46'38" E	38.37'
L7	N 66°20'58" E	17.07'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	39.27'	25.01'	89°57'58"	N 45°07'06" W	35.36'



**Exhibit B**

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

**FORT FREDERICK**

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



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



**JULY 1998**

APPLICATION FOR FEDERAL SURPLUS PROPERTY  
FOR PUBLIC PARK OR RECREATION PURPOSES

PART A

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

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

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

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

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

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

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

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

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

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

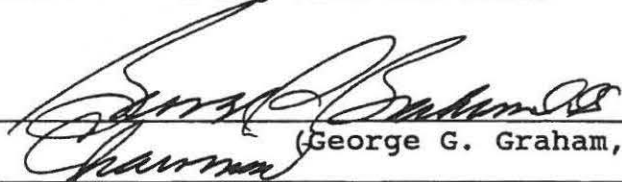
The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the Applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

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

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

receiving Federal financial assistance."

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

  
\_\_\_\_\_  
(George G. Graham, DDS)  
\_\_\_\_\_  
(Chairman-DNR Board)

*July 17, 1998*  
(Date)

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

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ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this \_\_\_  
day of \_\_\_\_\_, 19\_\_.

U.S. DEPARTMENT OF THE INTERIOR

By \_\_\_\_\_



JUSTIFICATION FOR ACQUISITION OF PROPERTY  
AND PROGRAM OF DEVELOPMENT AND UTILIZATION

PART B

DESCRIPTION OF PROPERTY

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

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

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

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

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

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

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

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

#### NEED

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

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

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

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

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

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

#### SUITABILITY

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

There are no known reservations or restrictions on the site.

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

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

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

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

CAPABILITY

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

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

PROGRAM OF UTILIZATION

(A) Program of Utilization

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

(B) Schedule of Development Section

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

(C) Site Development Plan

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

(D) Historic Values Plan Section

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

PROGRAM UTILIZATION

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

RESOLUTION

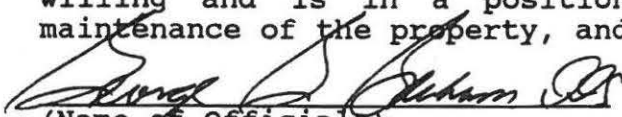
Whereas, certain real property owned by the United States, located in the County of Beaufort, State of South Carolina, has been declared surplus and at the discretion of the General Services Administration, may be assigned to the Secretary of the Interior for disposal for public park or recreation purposes,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

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

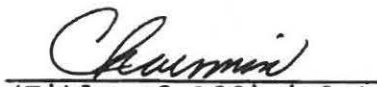
The property is more fully described in Part B of this application, attached hereto and made a part thereof.

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

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

  
\_\_\_\_\_  
(Name of Officials)

George G. Graham, DDS

  
\_\_\_\_\_  
(Title of Officials)  
Chairman - DNR Board

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

SC Department of Natural Resources Board  
(Legal Title of Governing Body of Applicant)

Post Office Box 167, Columbia, SC 29202  
(Address)

I, George G. Graham, DDS, hereby certify that I am the Chairman, of the SC Department of Natural Resources Board; and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said the SC Department of Natural Resources Board, the 17th day of July, 1978, at which a quorum was present.

  
(Signature of Certifying Officer)

REFERENCES CITED

Judge, Christopher and Steven D. Smith

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

Low Country Council of Governments

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

Wallace, David Duncan

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



FORT FREDERICK  
LIST OF EXHIBITS

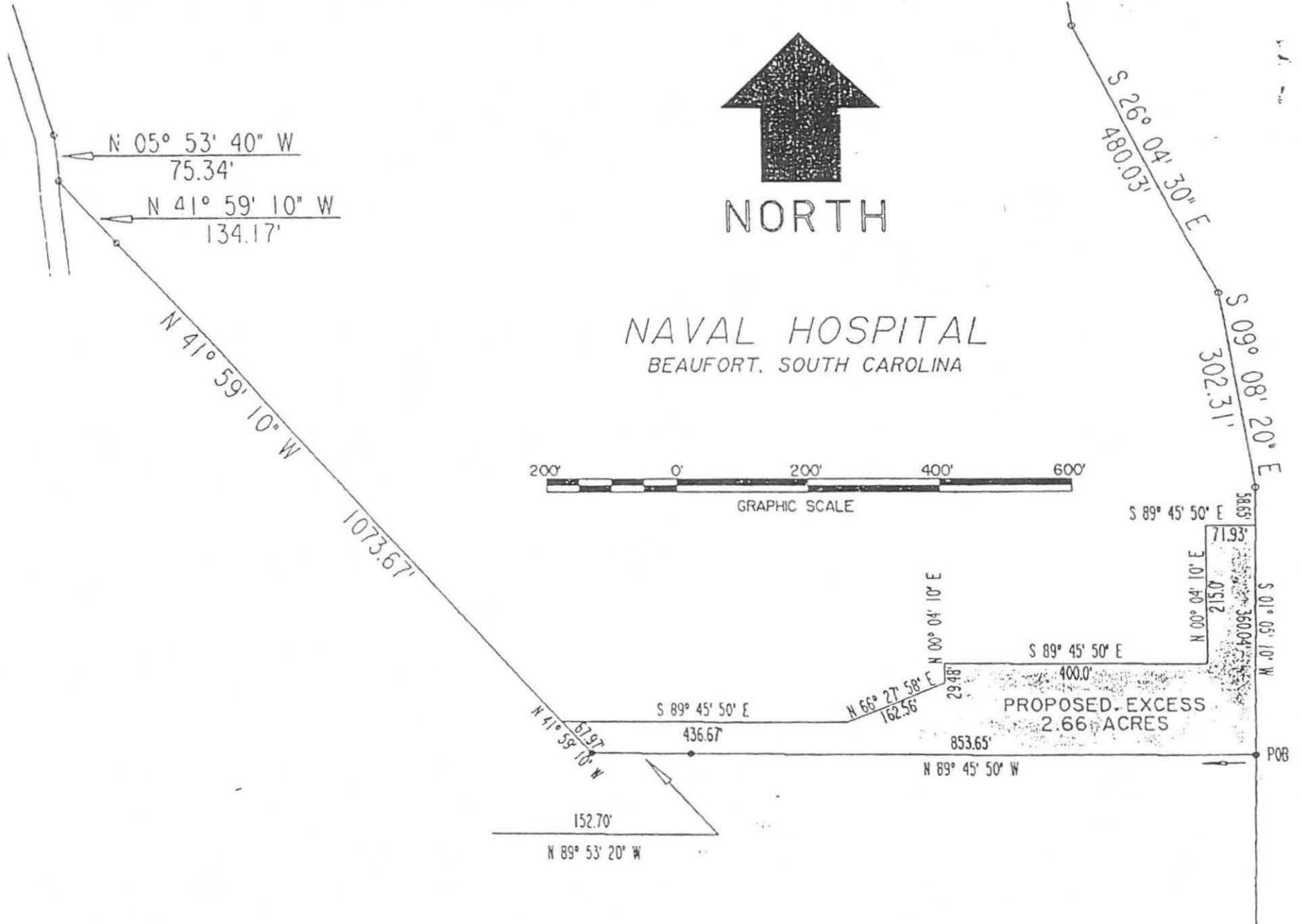
Exhibit I	Plat of Fort Frederick
Exhibit II	Map of Naval Hospital
Exhibit III	Fort Frederick Site Photographs
Exhibit IV	Civil War Era Map of Fort Frederick
Exhibit V	Site Map
Exhibit VI	Site Development Plan

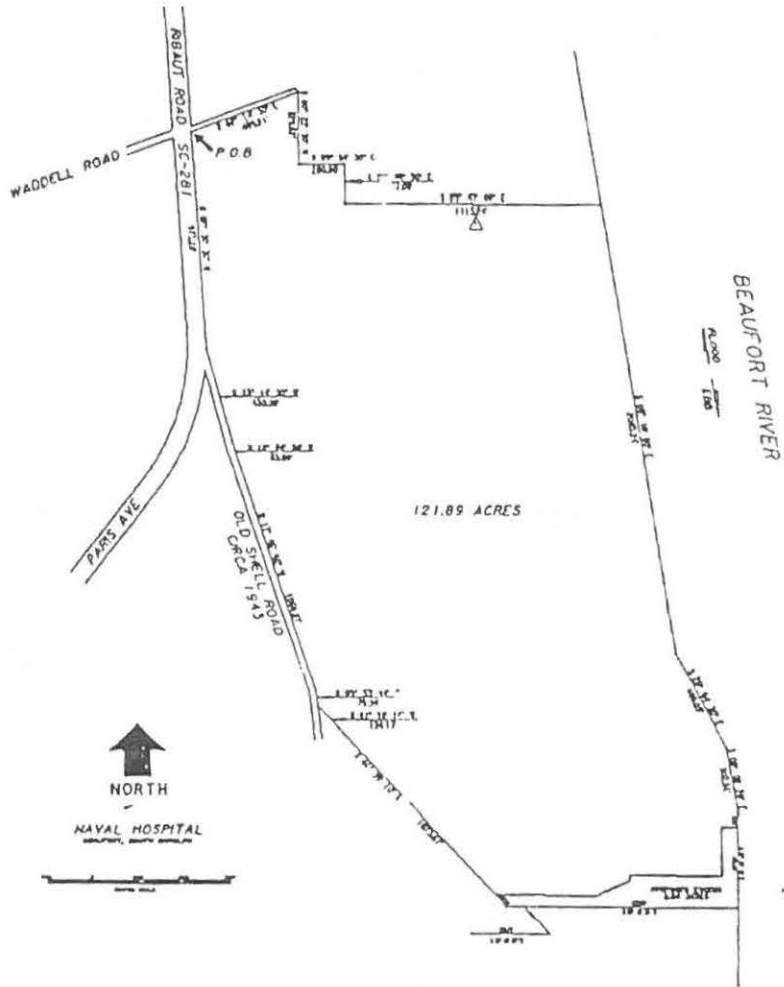
Exhibit  
I



NORTH

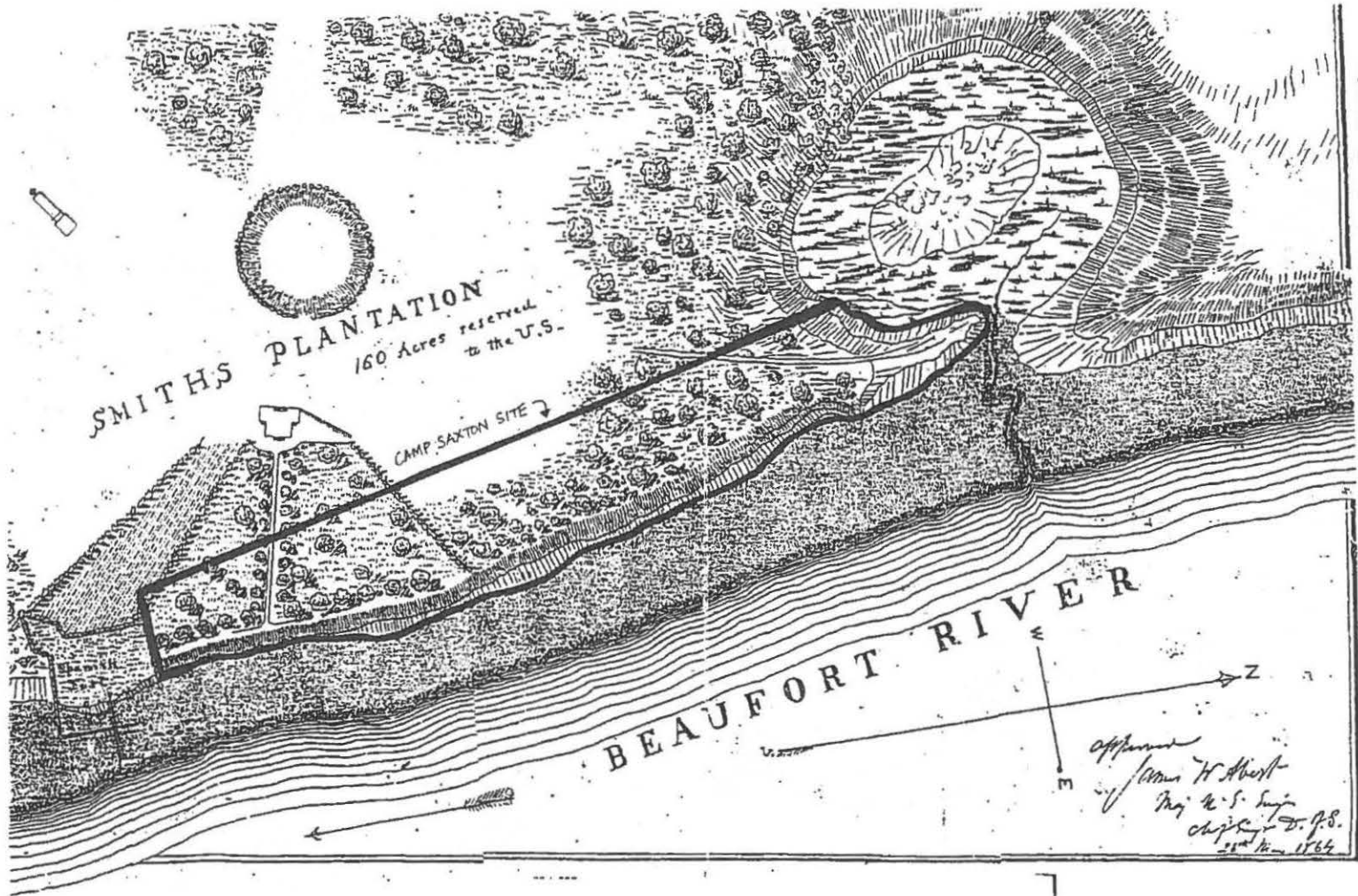
NAVAL HOSPITAL  
BEAUFORT, SOUTH CAROLINA





ALL PROPERTY LOCATED IN THE TOWN OF PORT ROYAL, BEAUFORT COUNTY, SOUTH CAROLINA

1	OWNER'S COPY NO. 1111111	NO. 1	NO. 2	NO. 3	NO. 4
2	OWNER'S DESCRIPTION	NO. 1	NO. 2	NO. 3	NO. 4
3	OWNER'S NAME	SOUTHERN POWER			
4	OWNER'S ADDRESS	S.E. STATE BANK BLDG			
5	OWNER'S CITY	NAVAL HOSPITAL			
6	OWNER'S STATE	BEAUFORT, SOUTH CAROLINA			
7	OWNER'S COUNTY				
8	OWNER'S ZIP				
9	OWNER'S PHONE				
10	OWNER'S FAX				
11	OWNER'S E-MAIL				
12	OWNER'S WEBSITE				
13	OWNER'S NOTES				

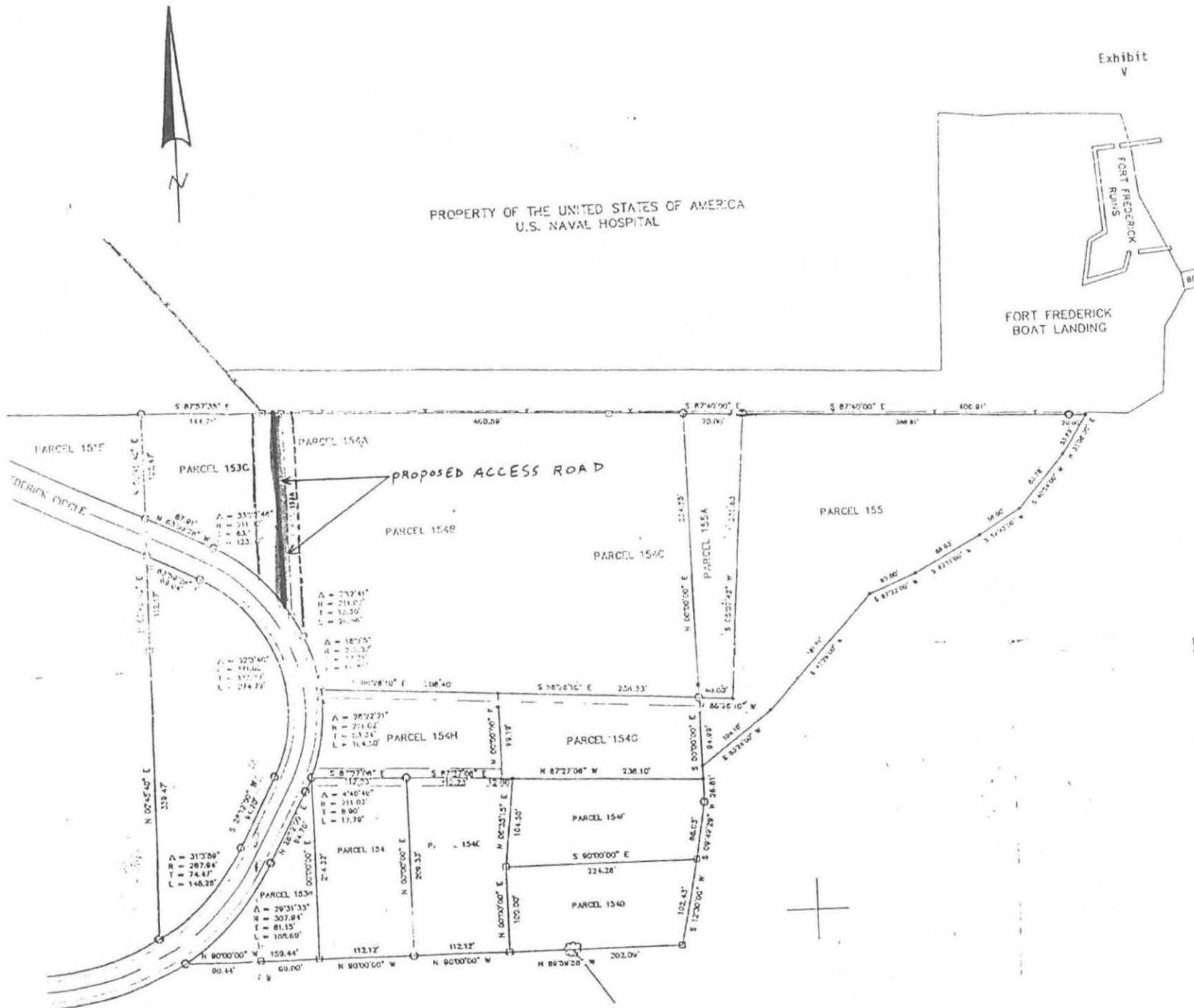


1864 Map Prepared for the United States Army, approved 26 May 1864 by Major James W. Albert, Chief of Engineers, Department of the South, U.S. Army

Exhibit  
V

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

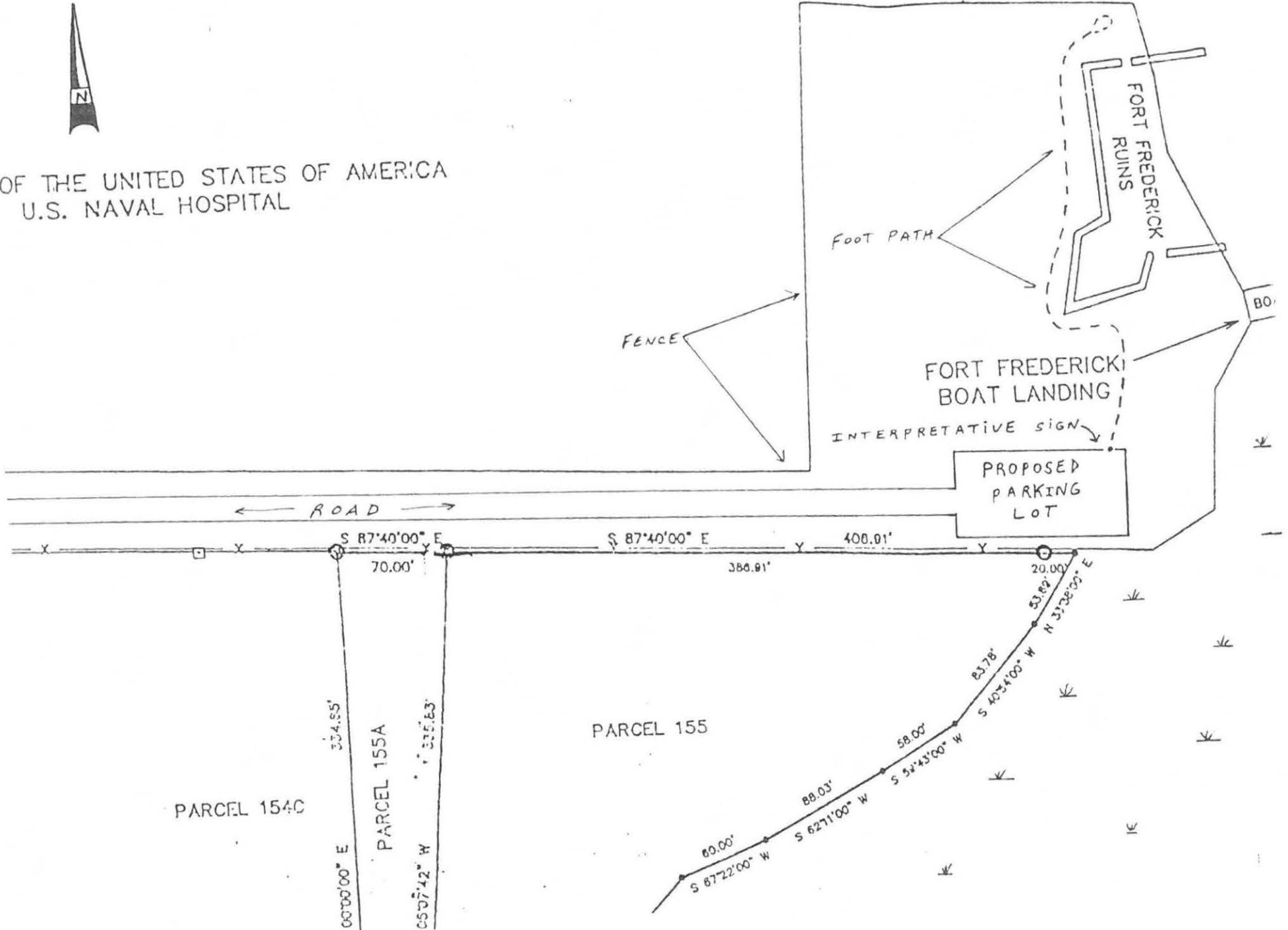
FORT FREDERICK  
BOAT LANDING



# SITE DEVELOPMENT PLAN



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



## **Exhibit C**

7/5  
3/8

01687

1853

### QUITCLAIM DEED

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Through:

Regional Director  
Southeast Region  
National Park Service

WITNESSES:

William L. Hise  
Charles J. Schaler

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

STATE OF GEORGIA  
COUNTY OF FULTON

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

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

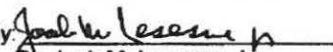
  
NOTARY PUBLIC

My commission expires:

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

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

STATE OF SOUTH CAROLINA  
DEPARTMENT OF NATURAL RESOURCES  
HERITAGE TRUST PROGRAM

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

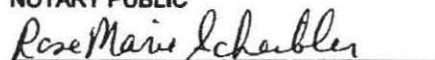
STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

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

My Commission expires:

4-29-09

NOTARY PUBLIC




1859

**DECLARATION OF CONSIDERATION**

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

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

By:   
Dr. Joseph M. Leseshe, Jr.  
Chairman DNR Board

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

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

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

Derivation: (There is no derivation for this property)

FILED  
JOHN A. SULLIVAN, JR.  
P.M.  
BEAUFORT COUNTY, S.C.  
89 OCT 28 PM 12:59  
5th PG  
FOLDER #

*Turner*  
4159  
BEAU  
74 NOV 15 1989  
BK 1234 PG 1853  
CLEAR #

1860

*J. Robin Turner, PA*

J. ROBIN TURNER  
1

*envelope*

## **Exhibit D**



# **Management Plan For Fort Fredrick Heritage Preserve**



## **South Carolina Department of Natural Resources 2016.9.23**

HTAB Approved – 2016.8.4

SCDNR Board Approved – 2016.9.23

SEAN G. TAYLOR

SENIOR SCDNR ARCHAEOLOGIST

MANDATE

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

*SCDNR Fort Frederick Heritage Preserve Management Plan*

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*SCDNR Fort Frederick Heritage Preserve Management Plan*

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## **MANAGEMENT GOALS AND OBJECTIVES**

### *Primary Objectives*

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

### *Secondary Objectives*

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

## **INTRODUCTION**

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

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

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

### *Physical Location*

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



*Property Description*

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

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

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

*Property Acquisition*

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

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

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



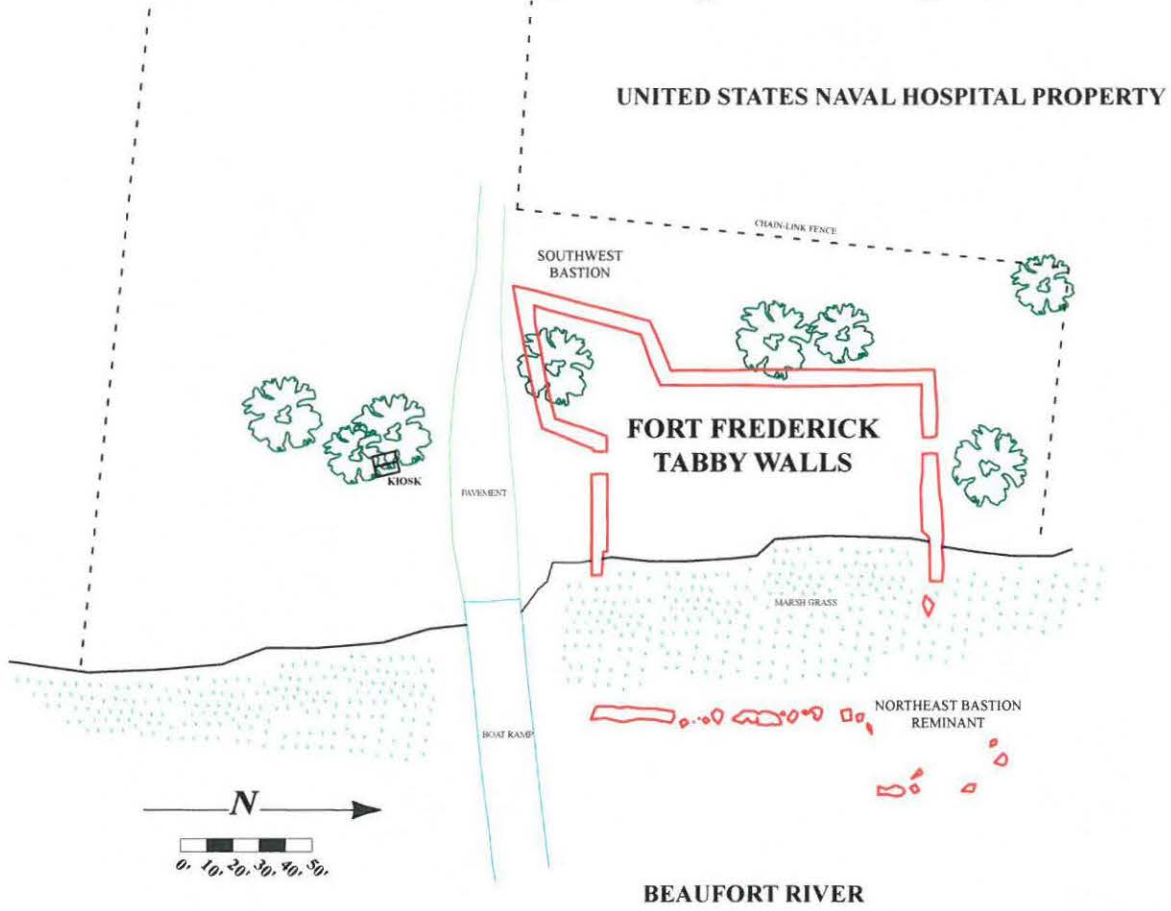


Figure 2. Fort Frederick Tabby Walls

*SCDNR Fort Frederick Heritage Preserve Management Plan*

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

In 2013, Beaufort County acquired a 0.65 parcel of land (R110 009 000 1421 0000) in order to provide public access to Fort Frederick and to redevelop the boat landing. This parcel is located at the end of Old Fort Road in Port Royal and shares a property line with FFHP. Beaufort County also owns a 1.93 acre parcel of land (R110 011 000 0155 0000) adjacent to the southeastern portion of FFHP.

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

*Deed Stipulations*

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

QUITCLAIM DEED

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

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

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

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

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

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

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

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

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

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

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

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

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

*SCDNR Fort Frederick Heritage Preserve Management Plan*

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

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

*Additional Protection of Historic Sites*

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

## **HISTORY AND ORIGIN OF THE PROPERTY**

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

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

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

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

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

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

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



## **MANAGEMENT OBJECTIVES**

### *Desired Future Condition*

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

## **NATURAL RESOURCES**

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

## CULTURAL RESOURCE MANAGEMENT

### *Fort Frederick*

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

### Tabby Walls

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

### Trees, Vegetative Growth & Debris

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

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

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

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

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

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

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

### Graffiti

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

### Prohibited Activities

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

### *Remainder of Fort Frederick Heritage Preserve*

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

### Access Road

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

### Trees, Vegetative Growth & Debris

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

*SCDNR Fort Frederick Heritage Preserve Management Plan*

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

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

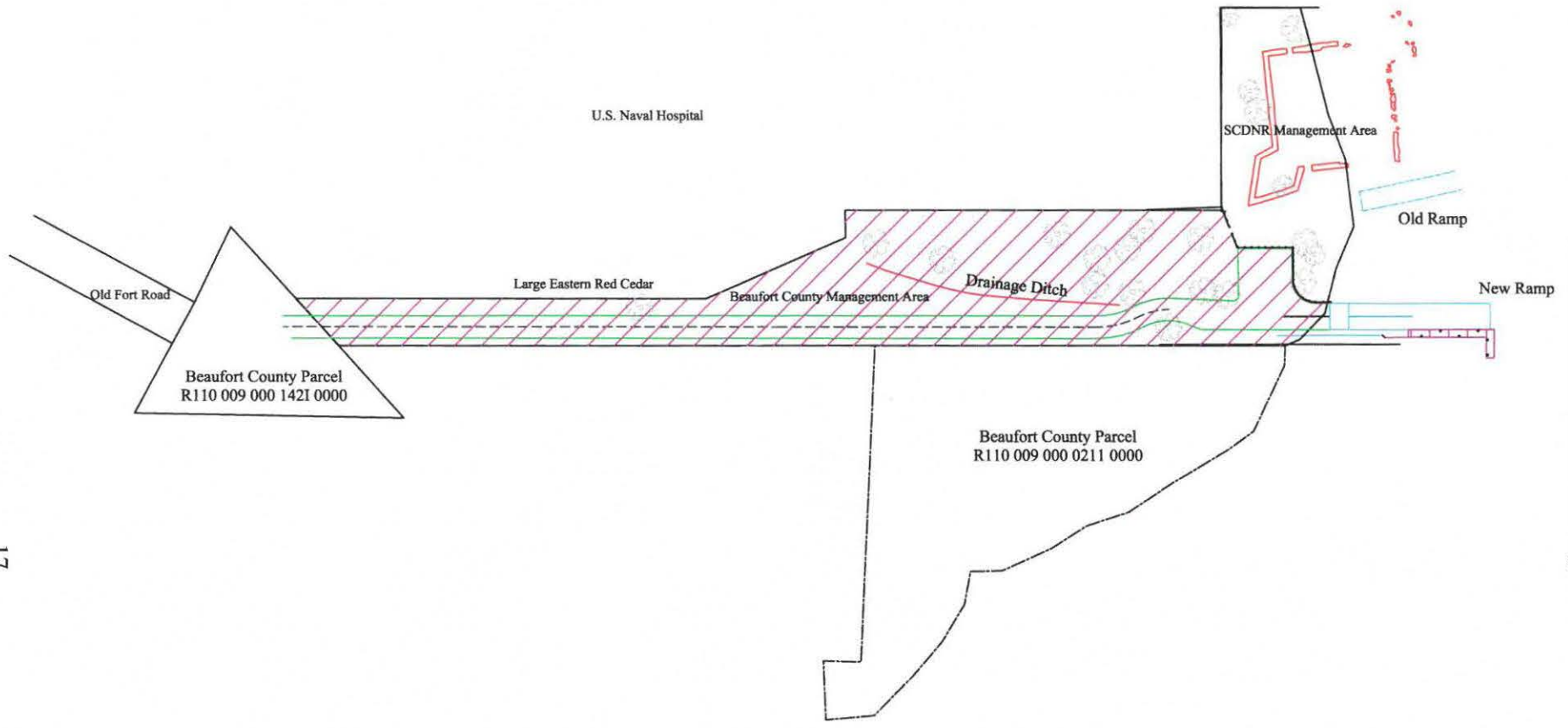


Figure 3. Fort Frederick Management Areas

## **ARCHAEOLOGICAL RESEARCH AND INVESTIGATION**

### *Protection and Mitigation*

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

### *Research*

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

### *Public Use and Access*

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

### *Interpretive Program and Maintenance of Interpretive Signage*

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

## **TREATMENT OF CEMETERIES**

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

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

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

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

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

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

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

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



## **BOAT LANDINGS**

### *Old Boat Landing*

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

### *New Boat Landing*

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

## **EMERGENCY RESPONSE TO CATASTROPHIC EVENT**

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

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

## **NATURAL BIOLOGICAL INVESTIGATIONS**

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

## **RULES AND REGULATIONS**

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

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

## **LAW ENFORCEMENT**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. TERM.** This License is granted for a term beginning, November \_\_\_\_, 201\_\_ and ending on November \_\_\_\_, 2058, subject to the terms of paragraph 10. Notwithstanding the foregoing fixed term, this License shall automatically terminate if a) the November \_\_\_\_, 201\_\_ Lease and Management Agreement between SCDNR and Licensee is terminated for any reason or b) Licensee discontinues public access to the Buffer Parcel in support of FFHP visitors. The period during which Licensee may access the Premises is twenty-four (24) hours a day, seven days a week except for temporary closures when acts of God or nature render use of the FFHP boat ramp unsafe or when otherwise directed by SCDNR.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

The SCDNR and Licensee hereby agree to be bound by these terms and have entered into this License Agreement this \_\_\_\_\_ day of November 201 .

SOUTH CAROLINA DEPARTMENT OF  
NATURAL RESOURCES

By: \_\_\_\_\_  
Alvin A. Taylor, Director  
5

BEAUFORT COUNTY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This License is approved in accordance with the S.C. Code § 1-11-65 by the Department of Administration, Division of Facilities Management and Property Services this \_\_\_\_ day of \_\_\_\_\_, 201

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

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

(SCDNR 96-0001(A))









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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Friends of Fort Fremont MOU

#### Council Committee:

Public Facilities

#### Meeting Date:

March 4, 2019

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

A memorandum of understanding between the County and the Friends of Fort Fremont for the collaboration of interpretive tours and maintenance at the Fort Fremont Preserve.

#### Points to Consider:

Although the Friends of Fort Fremont have been conducting interpretive tours of the Fort using the St. Helena Branch library as a base, there has been no formal agreement executed to date. The County is under contract to construct an interpretive center, which will house the Friends displays and materials and serve as their base of operations upon completion.

#### Funding & Liability Factors:

There is no funding being considered. The Friends are currently operating without a liability agreement with the County.

#### Council Options:

1) Approve the MOU as written, 2) Approve the MOU with recommended edits, 3) Do not approve the MOU

#### Recommendation:

Approve the MOU as written for County Council consideration on the March 25, 2019 agenda.

**RESOLUTION 2019 / \_\_**

**A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF FORT FREMONT**

**WHEREAS** Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program; and

**WHEREAS** Beaufort County purchased the parcels comprising the Fort Fremont Preserve in 2004 and 2010 for a total of \$5,930,000 through the County's Rural and Critical Lands Preservation Program; and

**WHEREAS** the Friends of Fort Fremont is a South Carolina Nonprofit Corporation in good standing formed on September 21, 2009; and

**WHEREAS** The Friends of Fort Fremont mission is to preserve and promote the Fort Fremont Preserve as an educational, historical, natural, and cultural resource of the Spanish-American War era; and

**WHEREAS** Beaufort County is in the process of constructing a building expected to be used by the Friends of Fort Fremont as an educational and interpretive facility; and

**WHEREAS** Beaufort County and the Friends of Fort Fremont recognize the value of the successful interpretation of cultural and historic resources at Fort Fremont Preserve and the cooperative relationship between the County and Friends.

**NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA** authorizes the Interim County Administrator to execute the necessary documents to enter into the attached Memorandum of Understanding with the Friends of Fort Fremont, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Connie Schroyer, Clerk to Council

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT         )         MEMORANDUM OF UNDERSTANDING

**Agreement No. 2019/\_\_\_**

This Memorandum of Understanding (hereinafter “Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2019 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter the “County”), and the Friends of Fort Fremont Historical Park, Inc., a nonprofit corporation organized under the laws of the State of South Carolina (hereinafter the “Friends”).

**WHEREAS**, a purpose of the Rural and Critical Land Preservation program is to preserve, interpret, and manage its passive parks properties for the benefit, education, and enjoyment of the citizens and visitors of Beaufort County; and

**WHEREAS**, in 2004 and 2010 the County purchased what is known today as Fort Fremont Preserve (hereinafter the “Preserve”) through the Rural and Critical Lands Preservation Program; and

**WHEREAS**, the County desires to enhance the historical and cultural value of the Preserve by interpreting the place in American History that the Fort held in the late 19<sup>th</sup> and early 20<sup>th</sup> Century; and,

**WHEREAS**, the Friends is a South Carolina Nonprofit Corporation in good standing formed on September 21, 2009; the Friends is a public charity qualified under Internal Revenue Code § 501(c)(3) by an IRS determination letter dated January 21, 2011; all individuals from Friends providing services hereunder, and all of its officers, directors, and members, are not compensated and are volunteers as defined in the Volunteer Protection Act, 42 USC §§ 14501 – 14505; and

**WHEREAS**, the Friends mission is to preserve and promote the Preserve as an educational, historical, natural, and cultural resource of the Spanish American War era; and

**WHEREAS**, the Friends, by extending its services to the County, is willing to assist in interpreting the Preserve to citizens and visitors as may be necessary from time to time; and,

**WHEREAS**, County is in the process of constructing a building expected to be used by the Friends subject to a separate “Facility Use Agreement” and “Operating Plan”; and

**WHEREAS**, the Friends shall function as volunteers to supplement and not supplant the rightful role of the County to determine the management and the operation of the Preserve; and,

**WHEREAS**, the County and the Friends recognize the value of the successful implementation of this agreement.



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

### **DEFINITIONS**

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

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

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

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

### **TERM**

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

### **AUTHORIZATION**

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

### **MUTUAL SUPPORT**

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

### **COMPENSATION**

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

## **HISTORIC PRESERVATION, SAFETY, MAINTENANCE, UPKEEP AND APPEARANCE**

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

### **The following guidelines shall apply:**

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

## **FISCAL OPERATION**

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

## **OPERATING PLAN**

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

## **ANNUAL REPORT**

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

## **APPEALS OF PASSIVE PARKS MANAGER**

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

## **ACCESS TO PREMISES**

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

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

## **ADVERTISEMENT**

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

## **AMENDMENTS**

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

## **ASSIGNMENT**

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

## **COMPLIANCE WITH LAWS**

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

## **DISCLAIMER OF RELATIONSHIP**

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

## **INTELLECTUAL PROPERTY**

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

## **TERMINATION**

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

## **INSURANCE**

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

## **AUTHORITY**

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

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

BEAUFORT COUNTY

By: \_\_\_\_\_  
Name: John Weaver  
Title: Interim County Administrator  
Date: \_\_\_\_\_

FRIENDS OF FORT FREMONT  
HISTORICAL PARK, INC.

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President Board of Directors  
Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Name: Thomas J. Keaveny, II  
Title: County Attorney  
Date: \_\_\_\_\_



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Restaurant Wares request from TCL

#### Council Committee:

Public Facilities

#### Meeting Date:

March 4, 2019

#### Committee Presenter (Name and Title):

Mary Lee Carnes and Richard Gough from the Technical College of Lowcountry

#### Issues for Consideration:

TCL has requested to retrieve restaurant equipment and supplies from the Buckingham Landing Restaurant property that the County bought last year. TCL is in the process of planning and permitting for construction of a Culinary Institute and Tourism Center.

#### Points to Consider:

Any.

#### Funding & Liability Factors:

Assumption of risk, waiver and indemnification, "as-is" condition should be condition of any retrieval of equipment.

#### Council Options:

Approve the request, deny the request, approve the request with conditions

#### Recommendation:

Approve the request with conditions that TCL representative execute an assumption of risk waiver and indemnification and accept materials in "as-is" condition.



**TECHNICAL COLLEGE  
OF THE LOWCOUNTRY**

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Office of the President

February 4, 2019

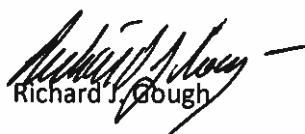
Beaufort County Council  
Beaufort County Administration Building  
100 Ribaut Road  
Beaufort, S.C. 29902

Dear Beaufort County Council,

The Technical College of the Lowcountry desires to acquire at no cost the small wares and equipment listed on the attachment. These items are the remains of the Buckingham Landing restaurant, a restaurant that closed more than five years ago. Beaufort County recently purchased the land and facility. The College will remove the items from the facility at no cost to the County.

I appreciate Council's consideration. I am available to formally present this request to Beaufort County Council at your convenience.

Sincerely,



Richard J. Gough

President

## JUSTIFICATION FOR EQUIPMENT AT BUCKINGHAM LANDING RESTAURANT

Based on the following summary of TCL plans to develop a robust culinary training program for the region, TCL hereby requests donation of the equipment listed below to be used in training beginning in the fall of 2019..

Technical College of the Lowcountry (TCL) will soon break ground in Bluffton, South Carolina for a new 26,000 square foot facility that will house The Culinary Institute of the South and Interpretive Center. The construction of this facility will enable the college to offer new associate degrees and certificates in culinary arts, baking and pastry arts, and hospitality/tourism management. The new facility is designed to educate 300 students. The teaching restaurant will be open to the public, and meeting space will be available to rent. During the building process TCL plans to begin offering its new programs at a nearby facility, yet to be determined. These pathways will provide a skilled workforce pipeline for industry partners and provide community residents the opportunity for wage progression and advancement opportunities to managerial positions.

<u>Description (alphabetical order)</u>	<u>Qty</u>
Bain Maries	all
Bread Warmers	all
Bussing Tubs	all
Ceramic Plates, Cups, Saucers, Creamers, etc.	all
Cutting Boards	all
Dining Room Tables and Chairs	all
Dish Washer Racks	all
Doubestack Convection Oven	all
Folding Tables	all
Food Warmers	all
Fryers	all
Glass Salad Plates	all
Glassware	all
Hand Sinks	all
Hostess Stand	all
Hotel Pans (all sizes)	all
Ingredient Bins	all
Lexan Containers (all sizes)	all
Magnetic Knife Bars	all
Marble Slabs	all
Measuring Scales	all
Metro Shelving Units	all
Microwave Ovens	all
POS Systems with Printers	all
Pots and Pans	all
Robot Coupe (with all attachments)	all



Round Tallboys with Bar Stools	all
Sheet Pans	all
Silverware	all
Silverware Holders	all
Speedracks/carts	all
SS Metal Bar for hanging pots/pans	all
SS Spoons, ladles, whips, china caps, bowls	all
SS Tea Pots	all
Stand Mixers (with all attachments)	all
Sugar Caddies	all
Tabletop Mixer	all
Trash Cans	all
Tray Jacks	all
Trays	all
Urns (coffee, tea)	all
Waffle Irons	all
Water Pitchers	all
Weight Scales	all
Wire Oven Racks	all
All other smallwares not listed above	all



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Airport room use policy

#### Council Committee:

Public Facilities

#### Meeting Date:

March 4, 2019

#### Committee Presenter (Name and Title):

Jon Rembold, Airports Director

#### Issues for Consideration:

Small fee for use of Airport meeting room

#### Points to Consider:

As an enterprise fund, need to find sources of revenue in order to maintain and improve the meeting facilities. Community groups have been using airport facility free of charge with no policy or use agreements in place.

Liability is a concern

#### Funding & Liability Factors:

Liability needs to be assumed by the user. The policy and application process will help to ensure that the user assumes the risk and holds County harmless for any potential claim.

#### Council Options:

Approve; deny; approve with modifications

#### Recommendation:

Approve



## Beaufort County Airports Department

### Beaufort County Airport Rental Policy

#### Applicability

This facility rental policy applies to the **Beaufort County Airport Conference Room or Facility** owned by Beaufort County as listed herein, and will be updated as new facilities become available. All rental requests for meetings, conferences, gatherings, or events on **Beaufort County Airport** properties are subject to this policy and its associated Exhibits. Any questions can be directed to the **Beaufort County Airports Director at 843-255-2952**

#### Eligible Applicants

Nonprofit, non-political organizations and associations, or government entities and departments, may apply to use Beaufort County Airport Conference Room or Facility. Verification of nonprofit status will be required at the time of application submittal. Depending on the event details and facility requested, the application and/or rental fees **may** be waived by the County's Airports Director. If the rental fee is waived, in the event of damage, the Applicant will be responsible for costs associated with replacement, repair, and/or cleaning of the facility.

Individuals and for-profit, non-political organizations and associations may also apply to use Beaufort County Passive Park facilities and will be subject to the application and rental fees as described herein.

Applicants wishing to use the Airport Conference Room or Facility on a reoccurring basis may request to do so at a maximum of once a month per calendar year (January 1 – December 31), subject to availability, and will be required to provide a meeting schedule with their application.

#### Application Process

The Airport Conference Room or Facility rental process begins with the submittal of a completed Facility Rental Application (Exhibit A) to the Beaufort County Airports Director or his designee. Receipt of an application should in no way be construed as final approval or confirmation of the request. The Beaufort County Airports Director or his designee, will contact the Applicant upon receiving the application and thereafter will serve as the primary point of contact. Applicants are responsible to contact all affected County departments and/or public agencies with regard to related permits or licenses that may be required for the requested event. Please carefully review this policy and the application for contacts needed based on the type of requested event.

Applications will be approved on a first-come, first-serve basis and are required to be submitted **at least thirty (30) working days prior** to the date of the event. If applicable to the requested event, all required documents (i.e. certificate of insurance, secondary permits, etc.) **must** be submitted at the same time as the facility rental payment.

## **Payment and Cancellation**

A **\$20.00** non-refundable processing fee will be required for all submitted applications. The Beaufort County Airport Manager will provide an email notice to the Applicant of approval, or not, **fifteen (15) working days prior** to the date of the event.

The facility rental payment must be received **ten (10) working days prior** to the date of the event. Cash, check, or credit card in the form of Master Card, Visa is accepted. A fee of 2.5% will be applied to all credit card transactions.

Any and all cancellations and/or event changes must be in writing, signed by the same person who signed the application and paid the rental fee, and must be given to the Beaufort County Airports Director or his designee no less than **five (5) working days prior** to the event date. Refund of the rental fee, less a 25% service charge, will be made to the Applicant if notice is provided within the allocated time frame. Refunds are by check from the Beaufort County Finance Department and will be delivered by mail within 3 weeks. **No refunds will be issued up to five (5) working days before the event date.** The County reserves the right to deny any use or Facility Rental Application. Rental approval will be revoked by the Beaufort County Airports Director or his designee in the case of facilities abuse.

## **Facility Conditions**

Beaufort County provides limited internet and visual equipment, as described in the facility descriptions. Applicants will need to provide their own electronic and/or audio-visual requirements if not otherwise provided as described.

Beaufort County does not provide amenities such as portable restrooms, hand washing stations, sound systems, tents, canopies, chairs, tables, or other equipment not previously disclosed in the facilities descriptions. Applicants are responsible for providing all amenities necessary for the requested event. All anchoring and signage must be accomplished with weights (i.e. sandbags, concrete/water filled barrels, etc.). Ground disturbance, fastening, or attaching to any tree, shrub, or Airport feature is strictly prohibited. No events are allowed in the Air Operations Area or AOA. The AOA is the paved area where aircraft taxi and are parked. No persons are allowed in the AOA without an Airport Staff escort. No vehicles may drive or park on the AOA side of the facility.

Food and beverages are allowed in the Beaufort County Airport Conference Room. Beaufort County does **not** provide any food and beverage service. If food and beverages will be catered or provided by the Applicant, all leftover food, beverages, serving implements, and trash must be removed from the premises and disposed of by the Applicant. Tablecloths must be used if Applicant plans on serving food on County provided furniture. Alcohol **may** be allowed on Beaufort County Airport premises by permit only and must follow the compliance requirements detailed in Exhibit B.

Beaufort County recommends one (1) portable toilet for every 250 people who attends the whole, or portion of, an Applicant's event. Ten percent (10%) of provided toilets should be ADA accessible. This figure is based upon the maximum number of attendees at your event during **peak** time. Portable sinks

will be required at portable toilet locations if the event has four (4) or more food vendors and/or at a sink to toilet ratio of 1:10. Beaufort County may determine the total number of required toilets and sinks on a case-by-case basis.

Applicants may be required to contract with the Beaufort County Sheriff's Office, or a private security firm, to provide security to insure public safety. Security deputies should be graduates of the South Carolina Law Enforcement Academy, have a working knowledge of Beaufort County Sheriff Department procedures, and be approved by the Chief Deputy. Contact the Beaufort County Sheriff's Office for special event information and charges at (843) 255-3200. Private security firms must be South Carolina Law Enforcement Division (SLED) certified.

Applicants are responsible for the set-up, clean up, and reset of the facility within their requested time frame. The end time designated on the application is when all event attendees must leave the premises, and all clean up and reset must be completed by the Applicant, as facilities may be rented back-to-back. Applicants must place all trash in designated receptacles; clean up all food, beverages, serving implements, and supplies; and reconfigure the facility to its original condition before leaving the premises. The cost of any employee time incurred because of an Applicant's failure to clean and/or reset the facility following the event will be borne by the Applicant.

The County's Airport facilities are smoke-free environments and the use of illegal substances is strictly prohibited at any Beaufort County facility.

### **Facility Descriptions and Rental Fees**

- **Beaufort County Airport Conference Room and Facility**
  - Location: 39 Airport Circle, Beaufort, SC 29907
  - Type: Interior standard conference room and lobby area
  - Configuration: 30 chairs, one large conference table; Lobby is available for larger event spillover but business counter and access points must remain clear.
  - Max Capacity: 30 Conference Room. 50 Total
  - 4' X 6' dry erase board, pull-down screen, wireless internet
  - Hours of Availability:
    - Monday through Friday: 8:00am-6:00pm
      - Special events normally held in the early evening may apply for an extension to 8:00pm but special conditions apply. See Airport Manager for details.
    - Saturday: 8:00am-6:00pm
  - Fees: \$30.00 (up to 4 hours)  
\$60.00 (4-8 hours)

### **Insurance and Liability**

**Applicants requesting to serve alcohol, food, or entertainment are all required to provide Liability Insurance coverage.** Where required, the Applicant, or, if applicable, the organization hosting the event, must maintain insurance in the amount of \$1,000,000 General Liability (for food and entertainment requests) and \$1,000,000 Liquor Liability (for alcohol requests) to cover the entire duration of the event. The Applicant must submit to the Airports Director or his designee a Certificate of Insurance verifying the required coverage and specifically identifying “Beaufort County” as an **Additional Insured**. Beaufort County does not sell insurance. This type of insurance policy can be acquired from most private insurance carriers. The insurance certificate must be submitted **at the same time** as the facility rental payment is provided.

In those instances where insurance is not required, the County accepts no responsibility for the personal safety of any person, either inside or outside an Airport facility. The County is not responsible for damage, loss, or theft of personal property.

### **Ethical Standards**

The County presumes that all Applicants hosting events at County Airport facilities will uphold high ethical standards without regard to race, color, religion, sex, sexual orientation, age, national origin, and/or disability. Airport facilities will not be approved for rental by any group that advocates unconstitutional or illegal acts, or whose activities may be contrary to the best interests of the County. No use shall be allowed for an event that presents obvious danger to the safety of persons and property.

### **Hold Harmless/Indemnification Clause**

Applicant/Organization hereby assumes all risks incident to or in connection with the permitted event and shall be solely responsible for damage or injury of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted event or the conduct of Applicant’s/Organization’s operation. Applicant/Organization hereby expressly agrees to defend, indemnify and to save the County harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages, or injuries directly or indirectly arising out of or in connection with the permitted event or conduct of its operation or resulting from the negligence or intentional acts or omissions of Applicant/Organization or its officers, agents, and employees.



## Exhibit A

### Facility Rental Application

Fully complete the entire application and submit 30 working days prior to the event date via mail or hand delivery, with the \$20.00 processing fee, to the Beaufort County Airports Department at:

Beaufort County Airport  
Facility Rental Application  
c/o Beaufort County Airports Director  
39 Airport Circle  
Beaufort, SC 29907

Permit# \_\_\_\_\_ Approval Date \_\_\_\_\_

## BEAUFORT COUNTY

### FACILITY RENTAL APPLICATION

APPLICANT INFORMATION
Applicant/Contact Name:
Organization Name:
Street Address:
City/State/Zip:
Phone Number:
Email Address:

EVENT INFORMATION		
Event Name:		
Purpose of Event:		
Primary Event Activities:		
Event Date(s):		
Start Time:	End Time:	Total Time:
Set-Up Begins:	Clean-Up Ends:	
Estimated Attendance:		
Charge of Admittance:		
Private or Public Event:		
Facility Requested:		
Non-profit Organization Fee Waiver Requested: _____ Yes / _____ No <i>If "Yes", non-profit status documentation is required with application.</i>		
Will tents be used for this event? _____ Yes / _____ No If "Yes", how many and what size:		
Will any signs or banners be hung for this event? _____ Yes / _____ No If "Yes", how many and what size:		
Will there be any musical entertainment for this event? _____ Yes / _____ No If "Yes", describe type of music and band needs:  <i>If approved, Applicant understands Law Enforcement may order musical entertainment to cease if determined it may incite a crowd to become unruly and risk injury.</i>		
Will amplified sound be used for this event? _____ Yes / _____ No <i>If "Yes", Applicant understands amplified sound can only be conducted during the hours of 8:00 a.m. to 10:00 p.m. If approved, this application is not a "noise permit". Law Enforcement may determine that noise during an approved event is offensive to others and may require Applicant to stop the noise.</i>		
Will portable toilets be used for this event? _____ Yes / _____ No If "Yes", how many and what company (name and telephone number):		



Will vendors be included for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No <i>A "vendor" is anyone who is serving, selling, sampling, or displaying food, beverages, merchandise, or services. If "Yes", contact the Beaufort County Business License Department at (843) 255-2270 for a Vendor Permit.</i>
If the event will have <b>food</b> vendors, select all that apply: <input type="checkbox"/> Served / <input type="checkbox"/> Sold / <input type="checkbox"/> Catered / <input type="checkbox"/> Prepared Outdoors <i>For any food preparation or service, Applicant must contact the Department of Health and Environmental Control at (843) 522-9097 for approval. Applicant is responsible for arranging health inspections and providing a plan for clean-up and grease removal. Fire Code requires a fire extinguisher at each cooking location.</i>
Will beverages be served at this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No
Will alcoholic beverages be served? <input type="checkbox"/> Yes ( <i>Exhibit B applies</i> ) / <input type="checkbox"/> No
What type of alcohol will be served? <input type="checkbox"/> Beer / <input type="checkbox"/> Wine
Who will be serving the alcohol?
What are the times alcohol will be served?
What locations within the event site will alcohol be served?
Will any upright tanks (i.e. helium, propane, etc.) be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No <i>If "Yes", all tanks must be secured in a manner to prevent being knocked over and all tanks not being used will be capped/closed appropriately.</i>
Will any portable heaters be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No
Will any deep fryers be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No <i>If "Yes", an application must be submitted to the jurisdictional Fire Department for a County permit at least 30 days prior to the event.</i>
Will generators or electrical service be used for this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No <i>If "Yes", restrictions may apply and generators cannot be refueled within the event site during event operating hours.</i>
Will security be provided at this event? <input type="checkbox"/> Yes / <input type="checkbox"/> No If "Yes", select all that apply: <input type="checkbox"/> Alcohol Security / <input type="checkbox"/> Event Area Security / <input type="checkbox"/> Overnight Security

\_\_\_ Stage Security / \_\_\_ Gate Security / \_\_\_ Money Handling Security  
\_\_\_ Other:

\_\_\_\_\_  
If "Yes", list dates and times security will be on site:

On a separate sheet, provide a site plan map sketch of the entire event venue, including all event amenities requested (i.e. tents, signs, music stages, toilets/sinks, vendors, alcohol service, first aid station, garbage receptacles, barricades, generators, security, etc.).

I hereby stipulate that I have read and understand all the rules and regulations as set forth by the Facility Rental Application, its instructions, and associated Exhibits and the governing body of Beaufort County for the use of the requested facility and will abide by same and understand that if any required chaperones and/or law enforcement personnel are not present the function will be terminated. I also understand that proof of sufficient insurance may be required at the discretion of the County.

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

**For Office Use Only**

Staff Approval (Print Name):

Staff Approval (Signature):			
Processing Fee	Due: \$20.00	Date Paid:	Payment Type:
Rental Fee	Due: \$	Date Paid:	Payment Type:
<b>Final Inspection</b>			
Staff Initials:		Date:	
Damage/No Damage Notes:			

## Exhibit B

### Alcohol Policy Compliance Requirements

If approved, the Facility Rental Application will permit the Applicant/Organization to have and consume alcohol at the named facility provided the following rules, regulations, and conditions are understood and adhered to:

- Approval is only valid on the day requested and only for the hours that the facility is reserved. The County reserves the right to revoke or cancel permit approval for any violation of compliance requirements or abuse of privilege, without rental fee refund.
- The service of alcoholic beverages shall be in compliance with all applicable state and local laws and an approved Facility Rental Application **must** be on site with the event coordinator. The County reserves the right to remove, or have removed, from the facility any person deemed objectionable.
- The facility will be used in a safe manner, with all members of the named Organization complying with all the facility rules and regulations as established by Beaufort County and all applicable laws of the State of South Carolina, including the Alcoholic Beverage Control Act. It shall be the obligation of the Applicant/Organization, and all members of such, to be aware of said rules, regulations, and laws.
- The Alcoholic Beverage Control Act may require the Applicant/Organization to apply to the State of South Carolina for a temporary alcohol permit under certain conditions. It is the Applicant's/Organization's responsibility to determine if a temporary alcohol permit is required under state law. Information on how to receive a temporary alcohol permit can be received from the South Carolina Department of Revenue at (843) 852-3600 or on-line at [www.sctax.org](http://www.sctax.org).
- Applicant/Organization assumes liability for all damages to County property caused by any member of the event, whether accidental, willful, or the result of carelessness or negligence.
- Applicant/Organization assumes all risk and responsibility for regulating the consumption of alcohol. The Applicant/Organization contact person is responsible for informing all vendors of alcoholic beverage application rules, regulations, and conditions. The County assumes no responsibility for incidents that arise as a result of the consumption of alcoholic beverages.
- Applicant/Organization shall be prepared to provide transportation through a designated driver or commercial taxi/transportation service in the event that there is reason to believe any person

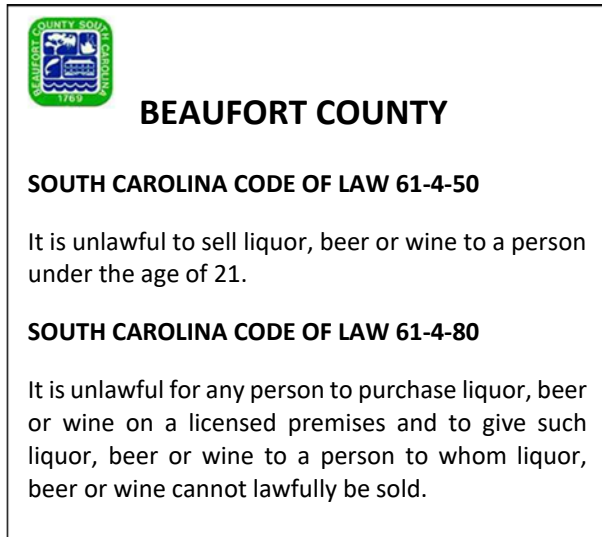
has consumed alcoholic beverages in excess of the legal limits and intends to operate a motor vehicle.

- The event may be inspected at any time by County staff or any public authority, including law enforcement, to ensure compliance with all legal requirements. The County reserves the right to require security officers for groups consuming alcohol, the direct cost of which will be the responsibility of the Applicant/Organization.
- Alcohol shall be consumed only in the immediate area of the rented facility. Applicant/Organization **must** fence or restrict the event area to prevent participants from leaving the area with alcoholic beverages.
- The serving of alcoholic beverages shall not begin before the designated event start time. There shall be no open containers of alcohol on site before this designated time. All alcohol **must** be removed from the facility by the conclusion of the event.
- Applicant/Organization and all participating vendors **must** discontinue alcohol distribution at a minimum of **15 minutes prior** to the end of the event. All alcohol **must** be cleared from the facility at the end of the event. At no other time may alcohol be present, possessed, served and/or consumed in the public area.
- Serving hours **must** be posted at all serving locations.
- Signs at least 11" x 17" informing participants that alcoholic beverages are prohibited on County streets and sidewalks beyond the boundary of the event permit area **must** be posted.
- "No Alcoholic Beverages Beyond This Point" signs must be placed on the two access points to the airfield side of the facility
- Any consumption of alcohol by employees, workers, volunteers, etc. selling the alcohol is strictly prohibited. N/A
- There shall be no glass/plastic bottles or cans served during the event. The contents of any alcohol served or sold in bottles or cans **must** be poured into plastic or paper cups. Alcoholic beverages shall be served in readily identifiable cups distinct from those used for non-alcoholic beverages.
- No more than 2 alcoholic beverages can be sold to a customer at a time. If 2 alcoholic beverages are sold at one time, the vendor **must** ask if the second beverage is going to someone previously ID'd. N/A
- It is a violation to sell liquor, beer, or wine to an intoxicated person (State Code: 61-4-580(A)(2)). Applicant/Organization shall not serve or provide any alcoholic beverages to any person who appears to be intoxicated or to have consumed an excess amount of alcohol.
- It is a violation to permit or knowingly allow a person under 21 years of age to purchase or possess or consume liquor, beer, or wine (State Code: 61-4-580(A)(1)). Applicant/Organization shall ensure that no persons under 21 may have access to alcohol and shall require the presentation of valid identification and proof of ownership or retain an independent security agent to comply with this provision.
- Applicant/Organization **must** follow the following Wristband Distribution Guidelines:
  - Applicant/Organization will issue specific colored wristbands to the vendors within the event site and make the Airport Director or designee aware of the type and color of the wristband used each day for alcohol sales.
  - For multi-day events, a different color wristband will be used each day. Wristband colors must match identically to the wristband distribution log for each day of the event.

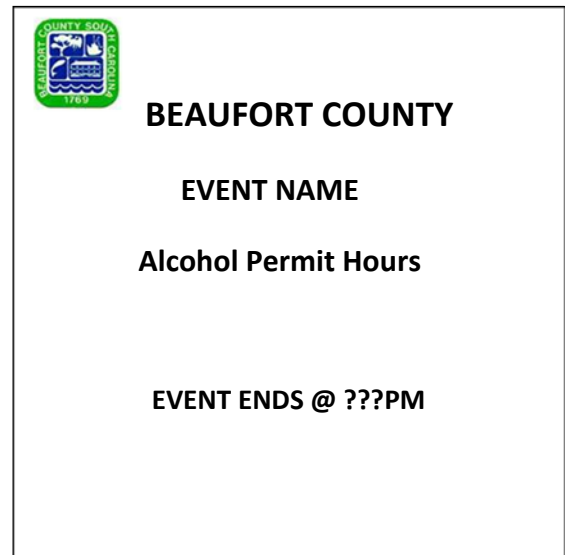
- Anyone 21 years of age or older wishing to consume alcohol at the event on the facility must be wearing the colored wristband assigned to the event on that day in order to be served alcohol.
  - Patrons 21 years of age or older wishing to consume alcohol, must present a valid state ID card or a valid driver’s license to receive a valid wristband. Event wristband sellers will be asked to ID the person; however, the final responsibility for abiding the state and local laws lies with the alcohol server.
  - Identification checking/wristband distribution stations must be available throughout the event site.
  - Event patrons who are not wearing a valid colored wristband assigned to the event on that day and who are in possession and/or consuming alcoholic beverages will be charged with a violation.
- The following signs **must** be posted as follows:

**At each alcoholic beverage service location:**

A) SC Must be 21 Sign



B) Sales Times Sign N/A



C) ID Check Sign

D) Volunteers Sign



**BEAUFORT COUNTY**

**WE RESERVE THE RIGHT TO**

**RE-CHECK YOUR ID**




**BEAUFORT COUNTY**

**REMINDER:**

**VOLUNTEERS CANNOT DRINK  
ALCOHOLIC BEVERAGES BEFORE OR  
DURING THEIR SHIFT**

E) Wristbands Sign



**BEAUFORT COUNTY**

WRISTBAND POLICIES

Anyone 21 years of age or older wishing to consume alcohol on public property must wear a County of Beaufort approved wristband.

Event patrons who are not wearing a valid wristband, and who are in possession and/or consuming alcoholic beverages, will be charged with a violation of the alcohol policy.


Any consumption of alcohol by employees, workers and volunteers selling alcohol is strictly prohibited

No more than two (2) alcoholic beverages shall be sold to a customer at a time.

\*\*\*\*\*

It is the policy of Beaufort County to ID any and all.

**At each entrance/exit to the event:**



**BEAUFORT COUNTY**

**NO ALCOHOL  
ALLOWED  
BEYOND THIS  
POINT**

F) No alcohol beyond Sign



**BEAUFORT COUNTY**

**SMOKING, PETS,  
BICYCLES &  
SKATING ARE  
PROHIBITED IN  
EVENT SITE**

G) Prohibited Sign (*inside buildings*)



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Curbside Collection proposal recommendation

#### Council Committee:

Public Facilities

#### Meeting Date:

March 4, 2019

#### Committee Presenter (Name and Title):

Eric Larson, Director, Environmental Engineering & Land Management

#### Issues for Consideration:

Award of contract for curbside collection of household solid waste and recyclables in unincorporated Beaufort County.

#### Points to Consider:

In response to a RFP for weekly curbside collection of household waste and recyclables, six proposals were received. After a thorough evaluation of all options, a recommended hauler was selected. The recommended hauler, if the contract is awarded, would be the County's exclusive franchise hauler in the five unincorporated solid waste districts. This program would not include the four municipalities.

#### Funding & Liability Factors:

The estimated cost for the contract is approximately \$6,200,000. If this contract is awarded, there will be a savings of approximately \$1,700,000. The savings would be a result of closing the seven smaller convenience centers and re-purposing the three larger sites (Bluffton, St. Helena and Shanklin).

#### Council Options:

Award contract to recommended hauler or not award contract.

#### Recommendation:

Not award contract. Direct staff to pursue other options to increase efficiency and reduce costs of the Solid Waste & Recycling programs.





COUNTY COUNCIL OF BEAUFORT COUNTY  
**PURCHASING DEPARTMENT**  
106 Industrial Village Road, Bldg 2-Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilman Brian Flewelling, Chairman, Public Facilities Committee

FROM: David Uehling, Vice-Chairman, Solid Waste and Recycling Board *DU*

SUBJ: **RFP 103118 Residential Solid Waste Collection and Recycling for Unincorporated Beaufort County**

DATE: February 22, 2019

**BACKGROUND:** Beaufort County staff, directed by County Council Resolution 2016/9, issued a Request for Proposal (RFP) to solicit proposals from qualified firms to provide services to all of Unincorporated Beaufort for Curbside Collection of Solid Waste and Recycling.

The initial document (RFP 100418) was extended and was replaced with RFP 103118 due to requests for additional time by vendors present at the mandatory pre-proposal meeting held on August 16, 2018. Six proposals were opened on October 31, 2018. Numerous internal reviews were held and all references were contacted. Five vendors were invited for interviews on January 11, 2019. One bid was deemed non-responsive.

The staff evaluation committee reviewed the proposals for all categories listed in the RFP to include responsiveness, approach, qualifications/experience and fees proposed. Evaluation committee members consisted of Chris Inglese, County Attorney, Eric Larson, Director, Environmental Engineering and Land Management, David Wilhelm, Public Works Director, John Miller, Public Works Operations Manager, Bradley McAbee Solid Waste Operations Superintendent, Cindy Carter, Solid Waste Coordinator, Ashley Jenkins, Recycling Coordinator and Abby Goldsmith, consultant with A. Goldsmith Resources.

**FOR ACTION:** Public Facilities Committee on March 4, 2019.

**RECOMMENDATION:** As a result of discussions at the February 22, 2019 Board meeting, and after careful consideration, the Solid Waste and Recycling Board does not recommend the Public Facilities Committee approve or recommend to County Council a contract award at this time. The Board does recommend directing staff to evaluate options to reduce waste, reduce costs and increase recycling in Beaufort County.

cc: John Weaver, Interim County Administrator *JW*  
Alicia Holland, Asst. Co. Administrator, Finance *AH*  
Eric Larson, Director Environmental Engineering *EL*  
David Wilhelm, Director Public Works *DW*  
Cindy Carter, Solid Waste Coordinator *CC*

# CURBSIDE COLLECTION

BEAUFORT COUNTY

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# WHY CURBSIDE

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- Aging centers
  - Increasing population → increasing usage; centers cannot support volume of traffic; safety concerns
  - Centers not in compliance with stormwater regulations
  - Significant capital cost to improve centers
  - Can't control abuse (contractors, out of county) without increasing operating costs
- 



# COUNCIL RESOLUTION

Copy of County Resolution 2016-9

## RESOLUTION 2016 / 9

### A RESOLUTION ADOPTING THE BEAUFORT COUNTY IMPLEMENTATION PLAN FOR CURBSIDE COLLECTION OF WASTE AND RECYCLING IN UNINCORPORATED AREAS OF SOLID WASTE DISTRICT 5, 6, 7, 8 AND 9 BY JUNE 30, 2020

**WHEREAS**, the Beaufort County Solid Waste and Recycling Board was created with the mission to advise the council and county staff in determining appropriate levels of public solid waste management services for residential, commercial and industrial taxpayers and governmental entities within the county; and

**WHEREAS**, on July 23, 2015, the Solid Waste and Recycling Board recommended to County Council that Council direct staff to initiate actions to phase out Convenience Center use in Beaufort County and complete the transition to a curbside system for waste collection and recyclables by 2020; and

**WHEREAS**, County Staff, with guidance from its consultant developed a plan dated March 2016 which recommended a series of steps requiring coordination with municipalities, review and revision of County ordinances and negotiation of franchise agreements in order to implement curbside services; and

**WHEREAS**, staff presented to the Solid Waste and Recycling Board the proposed plan to implement curbside collection of waste and recyclables in all unincorporated solid waste Districts (5, 6, 7, 8, and 9) by June 30, 2020; and

**WHEREAS**, county-wide curbside collection will benefit Beaufort County citizens by offering more convenient opportunities to recycle, increasing collection efficiency, reducing the environmental and safety issues associated with the overuse of Convenience Centers as our population increases and

**WHEREAS**, the Solid Waste and Recycling Board and County staff recommend adoption of the Beaufort County Curbside Collection Plan and the recommendations therein.

**NOW THEREFORE, BE IT RESOLVED** that Beaufort County Council, being duly assembled, hereby adopts the Beaufort County Curbside Collection Plan, the recommendations contained therein and will take all such action deemed necessary to meet the plan goals.

Adopted this 23<sup>rd</sup> day of May, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

By:   
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

  
Thomas J. Keaveny, II County Attorney



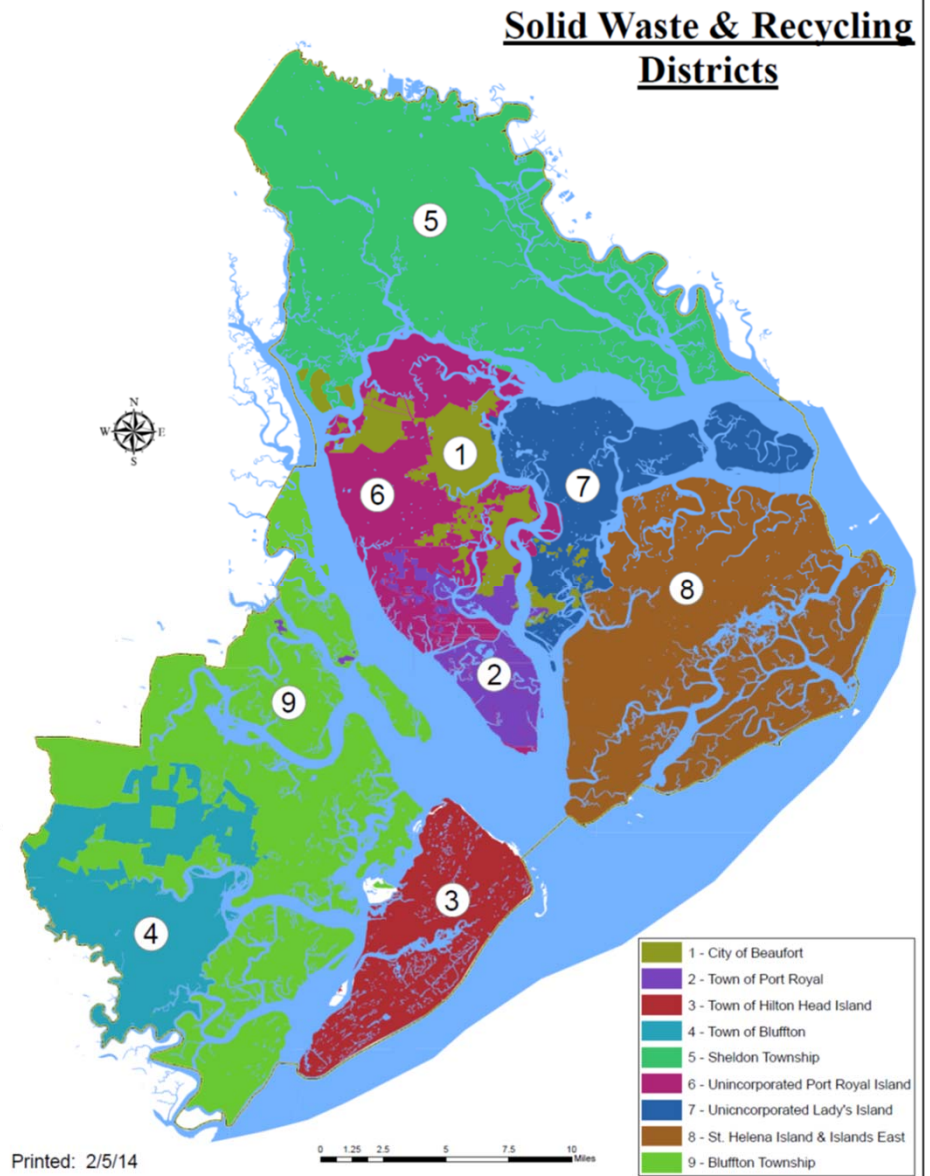
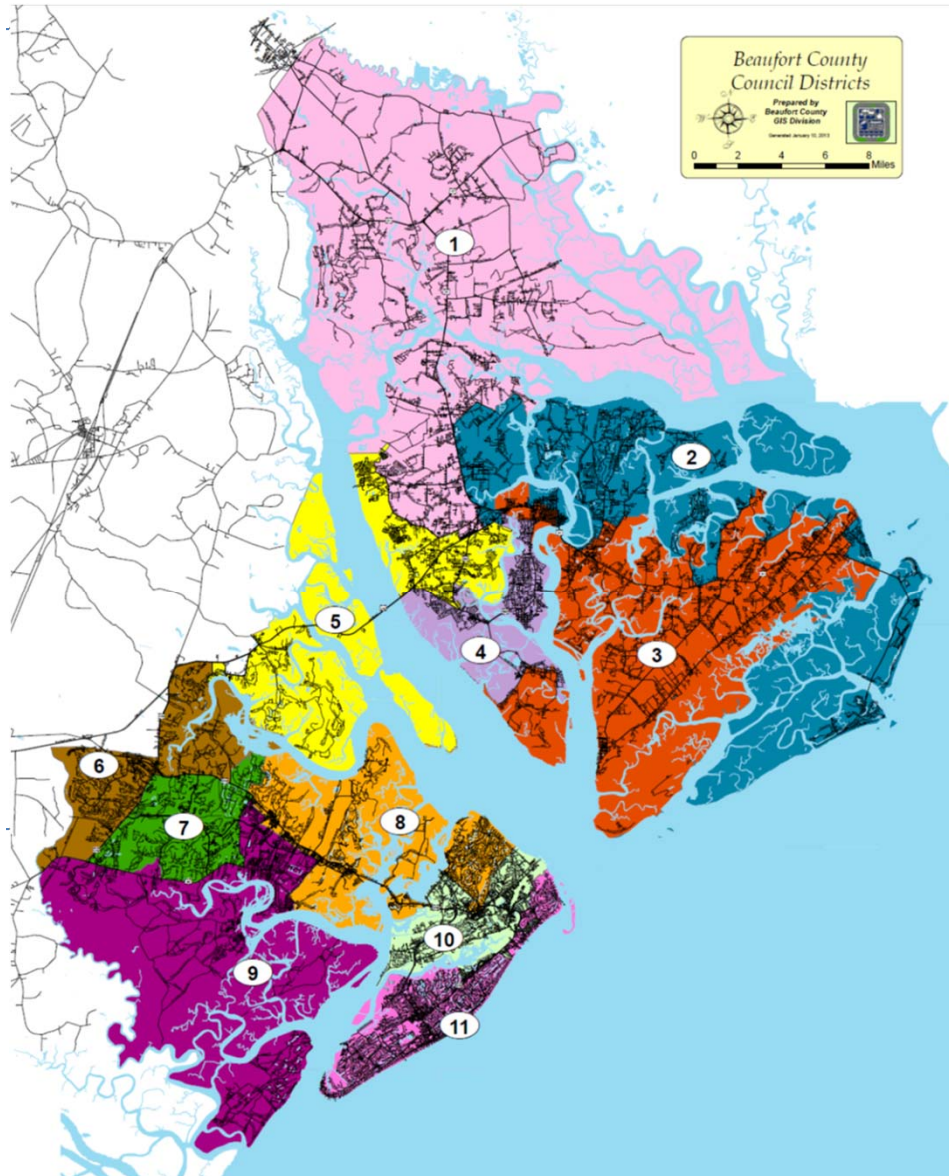
# COUNCIL RESOLUTION

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- **WHEREAS**, on July 23, 2015, the Solid Waste and Recycling Board recommended to County Council that **Council direct staff to initiate actions to phase out Convenience Center use in Beaufort County and complete the transition to a curbside system waste collection and recyclables by 2020; and**
  - **WHEREAS**, staff presented to the Solid Waste and Recycling Board the proposed plan to implement curbside collection of waste and recyclables **in all unincorporated solid waste Districts (5,6,7,8 and 9) by June 30, 2020, and**
  - **NOW THEREFORE, BE IT RESOLVED** that Beaufort County Council, being duly assembled, hereby adopts the Beaufort County Curbside Collection Plan, the recommendations contained therein and will take all such action deemed necessary to meet the plan goals.
- 



# DIFFERENCE BETWEEN COUNCIL DISTRICTS & SOLID WASTE DISTRICTS



# REQUEST FOR PROPOSALS

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- RFP process
- Advertised 8/1/18
- Pre-proposal meeting 8/16/18
- Received six proposals 10/31/18
- Interviewed five proposers 1/11/19



# CURBSIDE PROGRAM COST

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- Estimated cost approximately ***\$6.2 m/year***
- Scope includes weekly pickup of household waste and weekly collection of recyclables





# COST IMPACT

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- ***Net cost for program if awarded to Recommended Hauler approximately***

***\$4.5 m/year***

- Two-tier fee structure:
    1. Create separate enterprise fund
    2. Tier 1 cost to pay for all SW&R costs except for curbside collection
    3. Tier 2 to be assessed only to those households that are receiving curbside collection services
  - Enterprise fund fee on annual tax bill similar to stormwater fee
  - ***Reduced burden on General Fund/millage***
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# HARMS / BENEFITS ANALYSIS

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## HARMS:

- Very high annual cost
- Negative impact on haulers not selected
- Major change to current system; will require extensive educational and outreach efforts

## BENEFITS:

- Eliminates traffic congestion at convenience centers
- Reduces the amount of capital costs needed to improve convenience centers
- May reduce the amount of waste illegally dumped



# OTHER CONCERNS

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- Hilton Head Island – What is the best long-term solution for HHI? Will HHI accept transfer of operations of the convenience center? Not including HHI in the curbside program and closing the convenience center may not comply with State Solid Waste Policy and Management Act.
  - With current pricing structure (Beaufort County pays for disposal of MSW but not for processing of recyclables) this program ~~may not~~ **will not** increase recycling numbers.
  - Will Recommended Hauler honor proposal pricing if not awarded all residential households upon execution of the contract?
- 



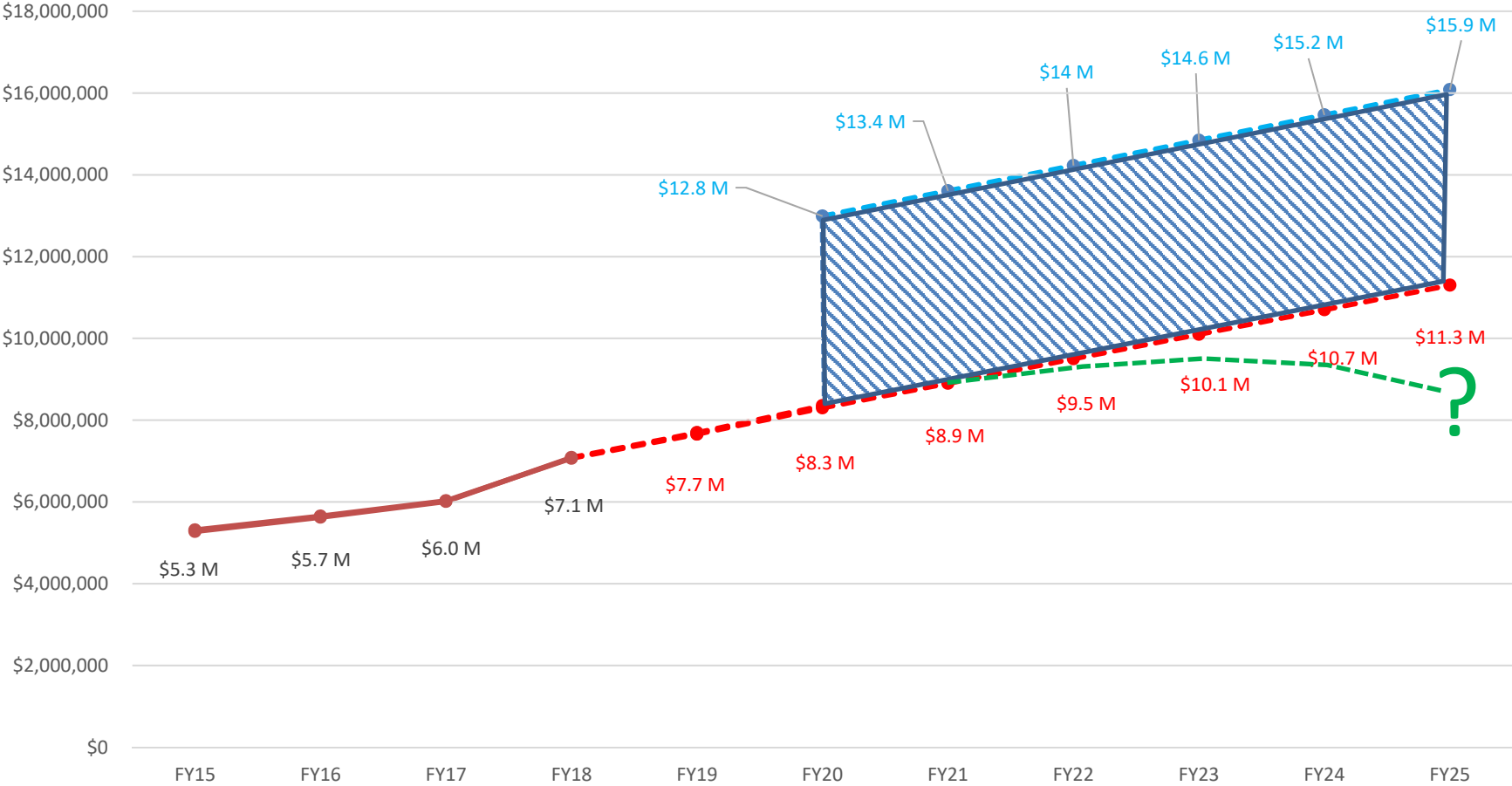
# RECOMMENDATION TO COMPLY WITH COUNCIL RESOLUTION

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- Award contract to Recommended Hauler
  - Create two-tier separate SW&R enterprise fund
  - Close seven smaller convenience centers
  - Close or transfer operations of HHI convenience center
  - Repurpose three larger centers (Bluffton, Shanklin & St. Helena) to accept only limited types of materials (E-waste, waste oil/gas, tires, metal, HHW)
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# Solid Waste And Recycling Costs



# THINGS TO CONSIDER

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- Waste Management Hickory Hill Landfill contract expires 6/30/25; Required to give NOI 12/31/19.
- Hilton Head Hauling contract expires 7/31/21
- Harms/benefits of continuing the policy of Beaufort County paying disposal costs for MSW
- Harms/benefits of creating a new policy of Beaufort County paying the cost to process recyclables
- Transfer Station/MRF (multiple locations; mini vs. full scale)
- Evaluation of partnerships (Municipalities, Military, regional, public/private)
- Increase waste diversion rate/increase recycling rate (yard and/or food waste composting, glass, C&D, etc.)
- Future of convenience centers



# CURBSIDE COLLECTION

BEAUFORT COUNTY

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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Beaufort County Transportation Committee - Board Appointments

**Council Committee:**

Public Facilities Committee

**Meeting Date:**

March 4, 2019

**Committee Presenter (Name and Title):**

N/A

**Issues for Consideration:**

(3) vacancies

**Points to Consider:**

Appointment 1 - Must reside in Council District 5  
Appointment 2 - Must reside in Council District 10  
Appointment 3 - Must reside in Council District 11 (Afif Combs has resigned.)

**Funding & Liability Factors:**

N/A

**Council Options:**

N/A

**Recommendation:**

Fill the vacancies.





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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Keep Beaufort County Beautiful Board - Board Appointments

#### Council Committee:

Public Facilities Committee

#### Meeting Date:

March 4, 2019

#### Committee Presenter (Name and Title):

#### Issues for Consideration:

(3) vacancies

#### Points to Consider:

Vacancies in:  
Council District 7  
Council District 8  
Council District 9

#### Funding & Liability Factors:

#### Council Options:

#### Recommendation:

Fill (3) vacancies. There are no applications on file.



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

**Item Title:**

Stormwater Management Utility Board - Board Appointments

**Council Committee:**

Public Facilities Committee

**Meeting Date:**

March 4, 2019

**Committee Presenter (Name and Title):**

**Issues for Consideration:**

(1) vacancy

**Points to Consider:**

Board member must reside in Stormwater District #5 (Unincorporated Sheldon Township)

**Funding & Liability Factors:**

**Council Options:**

**Recommendation:**

Fill vacancy