

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
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STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT
GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELYNN
JOSEPH F. PASSIMENT, JR.

JOHN L. WEAVER
INTERIM COUNTY ADMINISTRATOR

SARAH W. BROCK
INTERIM CLERK TO COUNCIL

AGENDA

COUNTY COUNCIL OF BEAUFORT COUNTY
REGULAR SESSION

Monday, April 8, 2019

6:00 p.m.

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

1. **Call to Order Regular Session – Chairman Stu Rodman** 6:00 p.m.
2. **Pledge of Allegiance and Invocation – Councilman Michael Covert**
3. **Approval of Agenda**
4. **Citizen Comments** *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes.]*
5. **Consent Agenda**
 - A. **Approval of Minutes**
 1. March 25, 2019 Caucus ([backup](#))
 2. March 25, 2019 Regular Session ([backup](#))
 - B. **Appointments and Reappointments to Boards and Commissions**

Recommendations Executive Committee, March 2019

 1. Airport Board
 - a. Appointment – Chris Butler
 - C. **Third reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 22, Article IV, Disaster Recovery and Reconstruction** / Eric Larson, Director of Environmental Engineering and Land Management
Ordinance Title: *An Ordinance of County of Beaufort, South Carolina Amending Certain Sections Under Beaufort County Code: Chapter 22, Civil Emergencies, Article IV, Disaster Recovery and Reconstruction* ([backup](#))
 1. Consideration of third and final reading April 8, 2019
 2. Second reading approved on March 25, 2019 / Vote 10:0
 3. Public Hearing held March 25, 2019
 4. First reading approved on February 25, 2019 / Vote 11:0
 5. Public Facilities Committee recommended approval on February 4, 2019 / Vote 10:0



- D. Third reading of an ordinance regarding the conveyance of multiple parcels of real property from Beaufort County to SC Department of Transportation for the highway widening of SC Highway 170** / Rob McFee, Director Facilities and Construction Engineering
Ordinance Title: *An Ordinance Authorizing the Conveyance of Multiple Parcels of Real Property from Beaufort County to South Carolina Department of Transportation for the Highway Widening of SC Highway 170* ([backup](#))
1. Consideration of third and final reading April 8, 2019
 2. Second reading approved on March 25, 2019 / Vote 10:0
 3. Public Hearing held March 25, 2019
 4. First reading approved on February 25, 2019 / Vote 11:0
 5. Public Facilities Committee recommended approval on February 4, 2019 / Vote 10:0
- E. Third reading of an ordinance approving the issuance of a general obligation bond for Sheldon Fire District in an amount not to exceed \$1,000,000** / Alicia Holland, Assistant County Administrator Finance
Ordinance Title: *An Ordinance Authorizing the Issuance and Sale of a Not To Exceed \$1,000,0000 Limited General Obligation Bond, Series 2019b, or Such Other Appropriate Series Designation (Sheldon Fire District), of Beaufort County, South Carolina; Fixing the Form and Details of the Bond; Authorizing the County Administrator or His Lawfully-Authorized Designee to Determine Certain Matters Relating to the Bond; Providing for the Payment of the Bond and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto.* ([backup](#))
1. Consideration of third and final reading April 8, 2019
 2. Second reading approved on March 25, 2019 / Vote 10:0
 3. Public Hearing held March 25, 2019
 4. First reading approved on February 25, 2019 / Vote 11:0
 5. Finance Committee recommended approval on February 4, 2019 / Vote 10:0

6. Non-Consent Agenda

- A. Public hearing and second reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 14: Animals** / Chris Inglese, Staff Attorney
Ordinance Title: *Text Amendments to the Beaufort County Code of Ordinances, Chapter 14: Animals* ([backup](#))
1. Public Hearing on April 8, 2019
 2. Consideration of second reading on April 8, 2019
 3. First reading approved on March 25, 2019 / Vote 10:0
 4. Governmental Committee recommended approval on February 25, 2019 / Vote 11:0
 5. Governmental Committee recommended approval with additional amendments on January 28, 2019 / Vote 8:0
- B. Public hearing and second reading of an ordinance approving the lease of Duncan Farms** / Stefanie Nagid, Passive Parks Manager
Ordinance Title: *An Ordinance Authorizing the Interim County Administrator to Execute a Five (5) Year Lease Agreement with the Daufuskie Marsh Tacky Society for the Duncan Farms Property* ([backup](#))
1. Public Hearing on April 8, 2019
 2. Consideration of second reading on April 8, 2019
 3. First reading approved on March 25, 2019 / Vote 10:0
 4. Natural Resources Committee recommended approval on February 18, 2019 / Vote 7:0

- C. Public hearing and Second reading of an ordinance approving a lease of Marshside Mamas / Dave Thomas, Purchasing Director**
Ordinance Title: *An Ordinance Authorizing the Interim County Administrator to Execute Necessary Documents to Lease a Portion of a Building on Daufuskie Island Known as Marshside Mamas*([backup](#))
1. Public Hearing on April 8, 2019
 2. Consideration of second reading on April 8, 2019
 3. First reading approved on March 25, 2019 / Vote 10:0
 4. Public Facilities Committee recommended approval on March 4, 2019 / Vote 9:0
- D. First reading of an ordinance for the Jenkins Island right-of-way acquisition / Rob McFee, Director Facilities & Construction Engineering**
Ordinance Title: *An ordinance authorizing the conveyance of multiple parcels of real property from Town of Hilton Head Island to South Carolina Department of Transportation for the highway widening of U.S. Highway 278 across Jenkins Island* ([backup](#))
1. Consideration of first reading on April 8, 2019
 2. Public Hearing – Monday, April 22, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Public Facilities Committee recommended approval on March 4, 2019 / Vote 9:0
- E. First reading of an ordinance to enter into a lease agreement with SCDNR for the management of the Fort Fredrick Heritage Preserve / Rob McFee, Director Facilities & Construction Engineering**
Ordinance Title: *An ordinance authorizing the Interim County Administrator to execute the lease agreement with the South Carolina Department of Natural Resources (SCDNR) for the Fort Fredrick boat landing* ([backup](#))
1. Consideration of first reading on April 8, 2019
 2. Public Hearing – Monday, April 22, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Public Facilities Committee recommended approval on March 4, 2019 / Vote 9:0
- F. First reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Lost Hollow Business Park Zoning Change from T4HCO (Hamlet Center Open) to T2RC (Rural Center) / Rob Merchant, Assistant Director Beaufort County Community Development**
Ordinance Title: *Southern Beaufort County Zoning Map Amendment for Changing the zoning of R600 039 000 0204 0000, R600 039 000 0198 0000, R600 039 000 0186 0000, R600 039 000 0167 0000, R600 039 000 0853 0000, R600 039 000 0854 0000, R600 039 000 0855 0000, R600 039 000 0856 0000, R600 039 000 0857 0000, and R600 039 000 0858 0000 from T4HCO to T2RC* ([backup](#))
1. Consideration of first reading on April 8, 2019
 2. Public Hearing – Monday, April 22, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 3. Natural Resources Committee recommended approval on June 6, 2018

- G. A resolution authorizing the expenditure of the remaining 2006 One Cent Transportation sales tax funds on certain projects** / Rob McFee, Director Facilities & Construction Engineering
Resolution Title: *A Resolution Authorizing the expenditure of the remaining 2006 One Percent Transportation Sales Tax Funds in the amount of \$ 2,250,000.00* ([backup](#))
1. Consideration of adoption on April 8, 2019
 2. Natural Resources Committee recommended adoption on February 18, 2019 / Vote 6:0
- H. A resolution authorizing Beaufort County Planning Commission to conduct the studies related to the development impact fee within Beaufort County and considered necessary and proper for public education, public safety (including EMS, Sheriff’s Department and Detention Services) and Public Services for the citizens of Beaufort County** / Rob Merchant, Assistant Director Beaufort County Community Development
Resolution Title: *A Resolution Authorizing the the Beaufort County Planning Commission to begin a study for impact fees associated with growth to benefit schools, public safety, and solid waste* ([backup](#))
1. Consideration of adoption on April 8, 2019
- I. A resolution by County Council repealing the authorization to acquire the Cleland tract (r600 029 000 0054 0000) located in Bluffton, SC as approved on August 27, 2018** / Stefanie Nagid, Passive Parks Manager
Resolution Title: *A Resolution authorizing the Interim County Administrator to renegotiate the purchase terms and conditions for reconsideration* ([backup](#))
1. Consideration of adoption on April 8, 2019
 2. Natural Resources Committee recommended adoption on March 18, 2019 / Vote 6:0
- J. A resolution by County Council calling for full funding of the F-35 Lightning II, and acknowledging the 5th Generation Fighter’s importance to Beaufort County, the State of South Carolina, and America’s National Security** / Councilman Paul Sommerville
Resolution Title: *A Resolution embracing and supporting the F-35 Lightning II Program and encouraging congressional support for full funding of the F-35 Lightning II Joint Strike Fighter Program* ([backup](#))
1. Consideration of adoption on April 8, 2019

7. Discussion and Action Items

- A. Discussion / Purchase three new ADA vans from state contract for Beaufort County Disabilities and Special Needs Department** / Beth Cody, Fiscal Manager Disabilities & Special Needs ([backup](#))

B. Committee Reports (next meeting)

Prior Meetings

1. Executive Committee (March 25, 2019)
2. Finance Committee Workshop (April 1, 2019)
3. Public Facilities (April 1, 2019)
4. Finance Committee Workshop (April 3, 2019)

Upcoming Meetings

1. Finance Committee Workshop (April 10, 2019)

2. Community Services (April 15, 2019) – **Canceled**
3. Natural Resources (April 15, 2019) – **Canceled**
4. Finance Committee Workshop (April 17, 2019)
5. Governmental (April 22, 2019)

8. **Citizen Comments**

9. **Adjournment**

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
CAUCUS**

March 25, 2019

Large Meeting Room, Hilton Head Island Branch Library
11 Beach City Road, Hilton Head Island

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

Attendance

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Michael Covert, Brian Flewelling, York Glover, Chris Hervochoon, Mark Lawson, Lawrence McElynn, Alice Howard, and Joe Passiment. Gerald Dawson was absent

Call to Order

Chairman Rodman called the meeting to order at 5:00 p.m.

Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

Approval of Agenda

It was moved by Mr. Passiment, seconded by Mr. Flewelling that Council approve the agenda. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mr. Glover, Mr. Hervochoon, Mrs. Howard, Mr. Lawson, Mr. McElynn, Mr. Passiment, Mr. Rodman, and Mr. Sommerville. The motion passed.

Citizen Comments

There were no comments.

Executive Session

It was moved by Mr. Passiment, seconded by Mr. Flewelling to go immediately into executive session for a discussion regarding potential litigation and personnel matters. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mr. Glover, Mr. Hervochoon, Mrs. Howard, Mr. Lawson, Mr. McElynn, Mr. Passiment, Mr. Rodman, and Mr. Sommerville. Mr. Dawson was not present. The motion passed.

It was moved by Mr. Flewelling, seconded by Mr. Passiment to come out of executive session. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mrs. Howard, Mr. McElynn, Mr. Passiment, Mr. Lawson, Mr. Rodman, and Mr. Sommerville. Mr. Glover, Mr. Hervochon, and Mr. Dawson were not present during the motion. The motion passed.

No matters arose from executive session.

Adjournment

The meeting adjourned at 6:10 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Interim Clerk to Council

Ratified:

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

March 25, 2019

Large Meeting Room, Hilton Head Island Branch Library
11 Beach City Road, Hilton Head Island

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

Attendance

Present: Chairman Stu Rodman, Vice Chairman Paul Sommerville, and Council Members Michael Covert, Brian Flewelling, York Glover, Chris Hervochon, Alice Howard, Mark Lawson, Lawrence McElynn and Joe Passiment. Gerald Dawson not present.

Call to Order

Chairman Rodman called the meeting to order at 6:11 p.m.

Pledge of Allegiance and Invocation – Councilman Brian Flewelling

Mr. Flewelling led the Pledge of Allegiance and gave the invocation.

Approval of Agenda

Mr. McElynn made a motion to amend the agenda to include the recognition of Friends of Hilton Head Library.

It was moved by Mr. Passiment, seconded by Mr. Flewelling that Council approve the motion to add Friends of Hilton Head Library to the agenda. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Lawson. Mr. Dawson was not present. The motion passed.

It was moved by Mr. Passiment, seconded by Mr. Flewelling that Council approve the agenda as amended. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Lawson. Mr. Dawson was not present. The motion passed.

Recognitions

Mr. Flewelling recognized the following organizations and individuals on behalf of Keep South Carolina Beautiful.

1. Keep Beaufort County Beautiful Board received the award for *Affiliate Recognition*

2. Beaufort County ‘We Care’ Clean-Up received the award for *Outstanding Performance - Event*
3. Samantha Campbell received the award for *Outstanding Performance- Educator*
4. Beaufort County ‘We Care’ Clean-Up received the award for *Outstanding Performance – Advertisement*
5. Beaufort County received the award for *Outstanding Performance – County*
6. Randy Boehme received the award for *Outstanding Performance – Volunteer of the Year*

Mr. Flewelling recognized the following individuals on behalf of The South Carolina Association of Counties

1. Paul Sommerville was recognized as a Leader Against Litter
2. Dave Wilhelm was awarded the Leader Against Litter 2019 Team Leader Award.

Mr. McElynn recognized the Friends of Hilton Head Library for the fundraising and purchasing of a Book Mobile.

Presentations

A. Report from the Auditor’s Office /

- County Auditor, Jim Beckert, updated Council on Last year’s tax statistics;
- Who determines values and property taxes in Beaufort County
 - Annual Billing information
 - Paid and Unpaid tax bill percentages

County Auditor, Jim Beckert also discussed changes to Tax Notices for Owners of Department of Natural Resources Registered Watercraft and Motors

Public Comments

Michael Matthews, Chairman of the Rural and Critical Land Preservation Board, asked County Council not approve Passive Parks Resolution as is.

Sam Levin made comments in reference to the Whitehall nullification agenda item and stated he stands ready to work together and to meet with Council if they so choose.

Consent Agenda

A. Approval of Minutes

1. February 25, 2019 Special Session
2. February 25, 2019 Caucus
3. February 25, 2019 Regular Session

It was moved by Mr. Passiment, seconded by Mr. Flewelling that Council approve minutes of the February 25, 2019 Special Session, February 25, 2019 Caucus and February 25, 2019 Regular Session as well as consent agenda items A-D. The vote: YEAS: Mr. Hervochon, Mr.

Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert and Mr. Lawson. Mr. Dawson was absent. The motion passed.

B. Recommendations Community Services Committee

Alcohol and Drug Abuse Board - Dominique Driessen-Espana, Thomas Hale, Carol Hartman, Javier Zimbron

Disabilities and Special Needs Board – Nancy Pinkerton, Lynn Russo, Scott Scobey

Library Board – Terry Thomas

Recommendations from the Natural Resources Committee

Historic Preservation Review Board – Holly Murphy

Stormwater Management Utility Board – Steven Andrews

C. Third reading of an ordinance regarding an amendment to the zoning map in Southern Beaufort County (Sawmill Forest)

Ordinance Title: *Southern Beaufort County Zoning Map Amendment for R600 032 000 0005 0000 (2.42 Acres on the West Side of Trimblestone Road Directly North of Sawmill Forest) from Sawmill Forest PUD (Planned Unit Development) to T2-Rural*

D. Third reading of an ordinance regarding an amendment to the zoning map in Southern Beaufort County (Stroup Lane)

Ordinance Title: *Southern Beaufort County Zoning Map Amendment for R600 040 000 0448 0000 (5.09 Acres on the South Side of Stroup Lane Road Approximately 475 feet East of Burnt Church Road) from T3 Hamlet Neighborhood to T2 Rural Center*

Non-Consent Agenda

A. Public hearing and second reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 22, Article IV, Disaster Recovery and Reconstruction

Ordinance Title: *An Ordinance of County of Beaufort, South Carolina Amending Certain Sections Under Beaufort County Code: Chapter 22, Civil Emergencies, Article IV, Disaster Recovery and Reconstruction*

Chairman Rodman opened the floor for public hearing regarding an amendment to the Beaufort County Code of Ordinances, Chapter 22, Article IV.

Pamela Cobb, Disaster Recovery Coordinator, gave a brief explanation of the ordinance as pertaining to the Building Codes Department and how they move through their process.

Chairman Rodman closed the public hearing.

It was moved by Mr. Passiment, seconded by Mr. Flewelling to approve second reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 22, Article IV, Disaster Recovery and Reconstruction. The vote: YEAS: Mr. Hervochon, Mr.

Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert and Mr. Lawson. Mr. Dawson was absent. The motion passed.

B. Public hearing and second reading of an ordinance regarding the conveyance of multiple parcels of real property from Beaufort County to SC Department of Transportation for the highway widening of SC Highway 170

Ordinance Title: An Ordinance Authorizing the Conveyance of Multiple Parcels of Real Property from Beaufort County to South Carolina Department of Transportation for the Highway Widening of SC Highway 170

Chairman Rodman opened the floor for public hearing regarding the conveyance of multiple parcels of real property from Beaufort County to SC Department of Transportation for the highway widening of SC Highway 170. No one came forward.

Chairman Rodman closed the public hearing.

It was moved by Mr. Flewelling, seconded by Mr. Passiment to approve second reading of an ordinance regarding the conveyance of multiple parcels of real property from Beaufort County to SC Department of Transportation for the highway widening of SC Highway 170. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert and Mr. Lawson. Mr. Dawson was absent. The motion passed.

C. Public hearing and second reading of an ordinance approving the issuance of a general obligation bond for Sheldon Fire District in an amount not to exceed \$1,000,000

Ordinance Title: An Ordinance Authorizing the Issuance and Sale of a Not To Exceed \$1,000,0000 Limited General Obligation Bond, Series 2019b, or Such Other Appropriate Series Designation (Sheldon Fire District), of Beaufort County, South Carolina; Fixing the Form and Details of the Bond; Authorizing the County Administrator or His Lawfully-Authorized Designee to Determine Certain Matters Relating to the Bond; Providing for the Payment of the Bond and the Disposition of the Proceeds Thereof; and Other Matters Relating Thereto.

Chairman Rodman opened the floor for public hearing regarding the second reading of an ordinance approving the issuance of a general obligation bond for Sheldon Fire District in an amount not to exceed \$1,000,000. No one came forward.

Chairman Rodman closed the public hearing.

It was moved by Mr. Passiment, seconded by Mrs. Howard to approve second reading of an ordinance approving the issuance of a general obligation bond for Sheldon Fire District in an amount not to exceed \$1,000,000. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert and Mr. Lawson. Mr. Dawson was absent. The motion passed.

D. First reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 14: Animals

Ordinance Title: *Text Amendments to the Beaufort County Code of Ordinances, Chapter 14: Animals*

It was moved by Mr. Passiment, seconded by Mr. McElynn to approve the first reading of an ordinance regarding text amendments to the Beaufort County Code of Ordinances, Chapter 14: Animals. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert and Mr. Lawson. Mr. Dawson was absent. The motion passed.

E. First reading of an ordinance approving the lease of Duncan Farms

Ordinance Title: *An Ordinance Authorizing the Interim County Administrator to Execute a Five (5) Year Lease Agreement with the Daufuskie Marsh Tacky Society for the Duncan Farms Property*

Chairman Rodman opened the floor for public hearing regarding the first reading of an ordinance approving the lease of Duncan Farms.

Erica Veit, Founder and Executive Director of the Daufuskie Marsh Tacky Society, stated that she would answer any questions Council may have.

Chairman Rodman closed the public hearing.

It was not moved or seconded but council voted to approve first reading of an ordinance approving the lease of Duncan Farms. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert and Mr. Lawson. Mr. Dawson was absent. The motion passed.

F. First reading of an ordinance approving a lease of Marshside Mamas

Ordinance Title: *An Ordinance Authorizing the Interim County Administrator to Execute Necessary Documents to Lease a Portion of a Building on Daufuskie Island Known as Marshside Mamas*

It was moved by Mr. Passiment, seconded by Mr. McElynn to approve first reading of an ordinance approving a lease of Marshside Mamas. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert and Mr. Lawson. Mr. Dawson was absent. The motion passed.

G. A resolution supporting the Passive Parks Program

Resolution Title: *A Resolution Supporting the Passive Parks Program*

Eric Greenway, Community Development Director and Stefanie Nagid, Passive Parks Manager, spoke to Council as to why they were requesting this resolution and problems they are currently facing.

It was moved by Mrs. Howard, seconded by Mr. Passiment to adopt a resolution supporting the Passive Parks Program. Mr. Flewelling called a question. The vote: YEAS: Mr. Hervochon, Mrs. Howard, Mr. McElynn, Mr. Passiment, and Mr. Sommerville. NEAS: Mr. Flewelling, Mr. Covert, Mr. Lawson, Mr. Rodman, and Mr. Glover. Mr. Dawson was absent. The motion failed.

H. A resolution to accept a property donation at 88 Hampton Parkside Road, Bluffton

Resolution Title: *A Resolution Authorizing the Interim County Administrator to Execute All Necessary Documents to Accept the Donation of 53.43 Acres at 88 Hampton Parkside Road, Bluffton, SC for Use as a Future Active Park*

It was moved by Mr. Covert, seconded by Mr. Lawrence to adopt a resolution to accept a property donation at 88 Hampton Parkside Road, Bluffton. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Lawson. Mr. Dawson was absent. The resolution passed.

I. A resolution to enter into a Memorandum of Understanding with the Friends of Fort Fremont

Resolution Title: *A Resolution to Enter into a Memorandum of Understanding with the Friends of Fort Fremont*

It was moved by Mr. Glover, seconded by Mrs. Howard to approve a resolution to enter into a Memorandum of Understanding with the Friends of Fort Fremont. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Lawson. Mr. Dawson was absent. The motion passed.

J. A resolution to gift kitchen wares to the Technical College of the Lowcountry

Resolution Title: *A Resolution to Gift to the Technical College of the Lowcountry Certain Kitchen Wares from the Beaufort County's Buckingham Landing Property*

It was moved by Mrs. Howard, seconded by Mr. Flewelling to approve a resolution to gift kitchen wares to the Technical College of the Lowcountry. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Lawson. Mr. Dawson was absent. The motion passed.

K. A resolution to adopt the Airport Facility Rental Policy

Resolution Title: *A Resolution to Adopt the Airport Facility Rental Policy*

It was moved by Mr. Flewelling, seconded by Mr. Passiment to approve a resolution to adopt the Airport Facility Rental Policy. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Lawson. Mr. Dawson was absent. The motion passed

L. A resolution disapproving the easement agreement and agreement for development services for Whitehall Park prepared by the seller

Resolution Title: A Resolution to Reject, Disapprove and Deny an Easement Agreement and an Agreement for Development Services for Whitehall Park Presented to Beaufort County Council by Whitehall Point Holdings, L.L.C. in Conjunction with Beaufort County's Purchase of a 9.68 Acre Parcel of Real Estate from Whitehall Point Holdings, L.L.C. on October 23, 2018

It was moved by Mr. Passiment, seconded by Mr. McElynn to approve a resolution disapproving the easement agreement and agreement for development services for Whitehall Park prepared by the seller The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Lawson. Mr. Dawson was absent. The motion passed.

Discussion and Action Items

A. Discussion / Consideration and Approval of the Administrator's Employment Contract

It was moved by Mr. Flewelling, seconded by Mr. Passiment to approve the Administrator's Employment Contract. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Lawson. Mr. Dawson was absent. The motion passed.

B. Committee Reports

Finance Committee, Chairman Joe Passiment

- Presentation from Treasurer.
- Will be receiving monthly reports from the Treasurer from now on.
- Beaufort Soil and Water funding request will now be a budgetary item.
- Working on making changes to the ordinance for A-Tax.
- Working on ordinance for internal audit to move it to audit committee.
- Sheriffs Dept. will be presenting budget request to this committee in April.

Public Facilities, Chairman Brian Flewelling

- Discussed regional clean-up day.
- First reading on Fort Frederick boat ramp agreement.
- No action regarding curb-side pickup.
- Upcoming discussions to include facilities and tour of Federal Courthouse.

Executive Committee, Chairman Stu Rodman

- Working on policy priorities.

Citizen Comments

Leanne Coulter, Co-Chair for Daufuskie Island Council, spoke in reference to some comments the current Interim County Administrator made in reference to the Daufuskie’s Public Ferry Line and invited Council to use the ferry system public funds pay for.

Adjournment

The meeting adjourned at 7:42 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Interim Clerk to Council

Ratified:



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Disaster Recovery Ordinance

Council Committee:

County Council

Meeting Date:

2/25/19

Committee Presenter (Name and Title):

Pamela Cobb Disaster Recovery Coordinator

Issues for Consideration:

Many of the proposed edits to the Disaster Recover Ordinance are administrative changes. Many of these changes are a reflection of lessons learned from recent events and procedure changes as a result to provide true representation of the process dealing with federal officials and county departments.

(Resolution 2018/17) is reflected in changes and includes the departments mentioned in this resolution.

Points to Consider:

Sec. 22-105 (3) gives the Task Force Director more direct interaction with the Policy group to provide this information to council.

Sec. 22-109 4d - is being removed because this does not correctly represent the process of the Building Codes Department during damage assessment procedures.

Funding & Liability Factors:

Council Options:

To amend or not to amend this ordinance.

Recommendation:

County Council to vote to amend the Disaster Recovery Ordinance as outlined in the memo.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

ORDINANCE conveying real property (right of way) from Beaufort County to SCDOT - For the widening of SC HWY 170

Council Committee:

Public Facilities

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Rob McFee

Issues for Consideration:

none

Points to Consider:

none

Funding & Liability Factors:

2006 approved Transportation Sales and Use tax referendum. Need to convey to SCDOT to reduce liability to county.

Council Options:

convey the land or not to convey the land.

Recommendation:

Convey the land to SCDOT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Sheldon Fire District General Obligation Bond

Council Committee:

Finance

Meeting Date:

February 4, 2019

Committee Presenter (Name and Title):

Alicia Holland, Assistant County Administrator, Finance

Issues for Consideration:

Sheldon Fire District is requesting to borrow \$948,511 for improvements to Sheldon Fire Station 40 located at 5 Fire Station Lane.

Points to Consider:

The general obligation bond ordinance will have an amount not to exceed \$1 million to allow for the cost of debt issuance.

Funding & Liability Factors:

The general obligation bond will be issued for fifteen (15) years. This will require the Sheldon Fire District to increase their debt millage rate to provide sufficient revenue for the annual debt service.

Council Options:

Approve or deny the Sheldon Fire District's general obligation bonds for funding of Sheldon Fire Station 40 improvements.

Recommendation:

Approve the Sheldon Fire District's general obligation bonds for funding of Sheldon Fire Station 40 improvements.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Animal Control Ordinance Amendments

Council Committee:

Governmental February 25, 2019 recommend approval with amendments

Meeting Date:

County Council March 25, 2019

Committee Presenter (Name and Title):

Tallulah Trice, Animal Services Director and Chris Inglese, Assistant County Attorney

Issues for Consideration:

Amendments coming out of Committee:

1. Added definition of "provocation"
2. removed Sec. 14-32 paragraph 6 down to a subset (b) and added language clarifying discretionary power of magistrate
3. added language holding in abeyance the temporary restraints in instance when ASO takes temporary possession of a dangerous animal

Points to Consider:

Municipalities have all passed first reading. Once County Council approves on first reading and second reading (with public hearing) we will request the municipalities move forward with second/final reading.

Funding & Liability Factors:

None.

Council Options:

Approve, Deny, Approve with Amendments

Recommendation:

Approve proposed amendments as recommended by Governmental Committee.

Proposed Amendments to address comments from Governmental Cmte. January 28, 2019

Definitions- add definition of "Provocation"

- **Provocation**- an intentional action or statement made to incite anger, aggression, annoyance or a violent response.
- **Sec. 14-32. – Dangerous animals.**

(a) For the purposes of this section, a dangerous or vicious animal *shall* be defined to be any one of the following:

- (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
- (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined;
- (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
- (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting;
- (5) An animal which is used as a weapon in the commission of a crime;
- ~~(6) An animal which causes serious injury to a human being, other than the owner, regardless of provocation or location.~~

(b) Notwithstanding paragraph (a) above, a Magistrate Judge may deem an animal a Dangerous Animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in serious injury to a human.

- (b)c Declaration of a dangerous animal, confinement requirements, and final determination of dangerous animal declaration-...
 - (2) When, in the discretion of an animal services officer or law enforcement officer, the animal initially determined to be dangerous has caused injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a Magistrate Judge. When an animal services officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of paragraphs a through e below shall be held in abeyance during the pendency of a hearing.

ORDINANCE NO. 2019 / ____

TEST AMENDMENTS TO THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS

WHEREAS, Beaufort County Animal Services (“BCAS”) have been engaged in the enforcement of Chapter 14 of the Beaufort County Code of Ordinance; and

WHEREAS, BCAS have the experience to make recommendations for the improvements and amendments to Chapter 14; and

WHEREAS, BCAS have been enforcing Chapter 14 in the municipalities pursuant to those certain Intergovernmental Agreements entered into between Beaufort County and the four municipalities in 2016; and

WHEREAS, the Town of Hilton Head Island, the Town of Bluffton, City of Beaufort and the Town of Port Royal have all considered and approved (on First Reading) the recommended amendments; and

NOW, THEREFORE, BE IT ORDAINED that County Council, at a duly assembled meeting, hereby approves the text amendment shown below where in added text is **highlighted in yellow** and deleted text is ~~struck through~~:

DONE this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Connie L. Schroyer, Clerk to Council

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

Chapter 14 - ANIMALS^[1]

Footnotes:

--- (1) ---

Cross reference— Environment, ch. 38; health and sanitation, ch. 46; agricultural use regulations, § 106-1156 et seq.

ARTICLE I. - IN GENERAL

Secs. 14-1—14-25. - Reserved.

ARTICLE II. - ANIMAL CONTROL^[2]

Footnotes:

--- (2) ---

Editor's note— [Ord. No. 2015/27](#), adopted Oct. 12, 2015, amended art. II in its entirety to read as herein set out. Former art. II pertained to the same subject matter, consisted of §§ 14-26—14-37, and derived from [Ord. No. 2010/7, adopted Apr. 26, 2010](#); [Ord. No. 2010/27, adopted Nov. 8, 2012](#); [Ord. No. 2015/18, adopted Jun. 23, 2015](#); [Ord. No. 2015/23, adopted Aug. 10, 2015](#); and [Ord. No. 2015/26, adopted Sept. 28, 2015](#).

Sec. 14-26. - Authority for and enactment of chapter.

Sec. 14-26. - Authority for and enactment of chapter.

This article is hereby authorized by S.C. Code 1976, § 47-3-20, as amended. (Ord. No. 2015-27, 10-12-2015)

Sec. 14-27. - Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

Abandonment shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

Animal shall mean a live vertebrate creature except a human being.

Animal services director means any person so appointed by the county administrator.

Animal services facility shall mean any facility so designated by the county council.

Animal services officer shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

BCAS shall mean Beaufort County Animal Services, any place or premises designated by Beaufort County Council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

Breeder shall mean any person owning unaltered pets with the intent of selling pets' offspring.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

Dub shall mean to trim or remove.

Feral shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

Infraction shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

Kennel shall mean a small shelter for a dog, cat or other animal.

Livestock shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

Muzzle shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

Nuisance shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

Owner shall mean any person who:

1. Has a property right in an animal;
2. Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
3. Permits an animal to remain on or about any premises occupied by him or her for three or more days.

Pet shall mean any animal which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

Pit Bull shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics which predominantly conform to the standards established by the American

Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

Provocation shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

Serious injury shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

Shelter shall mean a structure made of durable material with 4 walls, a roof and floor, that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

Tethering shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

Strict voice control shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.

Unaltered shall mean a pet which has not been spayed or neutered.

Under restraint shall mean when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.

(Ord. No. 2015/27, 10-12-2015)

Cross reference— Definitions generally, § 1-2. **Sec. 14-28. - County pet license; rabies vaccination tags.**

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four (4) months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.

(a) Eligibility. The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.

(b) Permanent identification requirement. A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see Section 14-30.

(c) Pets previously microchipped. If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:

- (1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.
- (2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.
- (3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.

(d) County license and fees.

The Director of BCAS shall establish a fee schedule subject to the approval of County Council.

All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.

Lifetime pet license. To be eligible for a lifetime pet license a pet shall:

- (1) Be spayed or neutered
- (2) Microchipped
- (3) Pay the appropriate one-time fee per the published fee schedule.

Annual Pet license. All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:

(1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.

(2) Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

(Ord. No. 2015/27, 02-01-2018)

Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.

(a) For the purposes of this section, a restricted dog shall be defined as a Pit bull.

(b) No person may own, keep, or harbor a restricted dog in violation of this section.

(c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof one of the following exemptions applies:

(1) The restricted dog is less than four months of age;

(2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance.

(3) The determination of the dog's breed is under appeal pursuant to section 14-30(f);

(4) The owner or custodian has owned or had custody of the dog less than 30 days.

(d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.

(e) Determination of breed and appeal of determination.

(1) Determination. The director of BCAS or his or her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for pit bulls shall not be construed to indicate the dog is not a pit bull dog under this section.

(2) Notice. Upon determination of the breed, the animal services officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the

determination of breed, mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.

(3) [Compliance.] The owner or custodian of an unaltered restricted dog shall comply with this article within 10 days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance the original owner or custodian must provide BCAS with the new owner's name and address.

(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-31. - Pet breeder license, inspection and fees.

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

(a) Individuals engaged or intending to engage in breeding, , must obtain a non-transferable, pet breeder license from BCAS.

(b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.

(c) BCAS shall conduct an inspection of the identified property for the pet breeders license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.

(d) To qualify for a pet breeder license the applicant must demonstrate the following:

(1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.

(2) All pet enclosures must be constructed in such a manner they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.

(3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.

(4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

(e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.

(f) The pet breeder license fee published in the fee schedule approved by County Council. The license shall expire 365 days after the date it is issued.

(g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by the Beaufort County Animal Services.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-32. – Dangerous animals.

(a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:

- (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
- (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other than the place where the animal is confined;
- (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
- (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting;
- (5) An animal which is used as a weapon in the commission of a crime;
- ~~(6) An animal which causes serious injury to a human being, other than the owner, regardless of provocation or location.~~

(b) Notwithstanding paragraph (a) above, a Magistrate Judge may (or may not) deem an animal a Dangerous Animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, *when an attack results in serious injury to a human.*

(c) Declaration of a dangerous animal, confinement requirements, and final determination of dangerous animal declaration.

(1) Declaration. An animal services officer or law enforcement officer, in his or her discretion, may **make an initial determination that** an animal **is** dangerous. Upon **the initial** determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.

(2) When, in the discretion of an animal services officer or law enforcement officer, the animal initially determined to be dangerous has caused injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a Magistrate Judge. **When an animal services officer or law enforcement officer take temporary possession of an animal pursuant to the section, the**

requirements of paragraph "a" through "e" below shall be held in abeyance during the pendency of a hearing.

(3) Confinement requirements and registration. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration:

- a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.
- b. The pen or kennel must be clearly marked as containing a dangerous animal.
- c. No person shall permit a dangerous animal to go outside its kennel or pen unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.
- d. The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.
- e. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to County Council approval.

(3) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable.

(e) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-33. - Running at large.

- (a) [Unlawful.] It shall be unlawful for any owner or custodian of any dog to permit the same to run at large except on property owned or rented by the owner or custodian. All dogs, must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.
- (b) Exemption. Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under positive voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under positive voice control at any hour from October 1 through March 31.

No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.

From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing-eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.

(c) Exempt dogs. Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large."

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-34. - Nuisance pets or livestock.

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

(1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.

(2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.

(3) Failure to maintain a dangerous animal in a manner other than that which is described in section 14-32.

(4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

(5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.

(6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.

(7) Maintaining a pet or livestock that is diseased and dangerous to the public health.

(8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.

(9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.

(c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.

([Ord. No. 2015/27, 10-12-2015](#))

(d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this Section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in Chapter 14 of this Code.

(1) No person shall be charged with violating this Section unless a written warning was given to the owner or person in custody of the animal by an Animal Services Officer or police officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, or it is posted upon the property of the owner or person in custody or mailed first-class to such person. Such records are prima facie evidence that such warnings were given.

(2) No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this Section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.

([Ord. No. 2015/27, 02-01-2018](#))

Sec. 14-35. - Animal cruelty.

(a) Animal care generally. It shall be unlawful for an owner to fail to provide his animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, and humane care and treatment.

(b) Mistreatment. It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.

(c) Physical alteration. It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears or tail or wattle or comb, except a licensed veterinarian.

(d) Abandonment. It shall be unlawful for any owner to abandon an animal.

(e) Unlawful tethering. No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

(f) No animal shall be tethered during any named Tropical Storm or named Hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a Tropical Storm or named Hurricane is expected to impact Beaufort County when a Tropical Storm Watch, Warning or evacuation or a Hurricane Watch, Warning or evacuation is in effect for Beaufort County.

(1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:

- a. Inside a pen or secure enclosure; or
- b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
- c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.

(2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding or herding cattle or other livestock or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-36. - Sale of animals, pets or livestock.

(a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.

(b) No person shall offer an animal, pet or livestock as an inducement to purchase a product, commodity, or service.

(c) No person shall sell, offer for sale, or give away any animal or pet **four (4) weeks of age**, except as surrender to the county animal services facility or to a licensed pet rescue organization.

(d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section **14-36**.

(e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.

(a) Seizure and right of entry. If the owner does not give permission to the animal services officers for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the animal services officers shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.

(b) Citation. The animal services officers shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time and date and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the animal services officers shall post a copy of the notice at the property where the animal was seized.

(c) Custody. The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.

(d) Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes.

(**Ord. No. 2015/27, 02-01-2018**)

Sec. 14-38. - Impoundment.

(a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.

(b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at its animal care facility.

(c) The owner of a pet or livestock that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has **10 days** from the date of mailing to contact BCAS for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within **10 days** of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For pets or livestock impounded at BCAS, the director of animal services, or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the pet or livestock humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).

(d) Notwithstanding the above, pets or livestock impounded at BCAS, which are deemed by the director of animal services, or his/her designee or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain or near death may be humanely euthanized immediately.

(e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

([Ord. No. 2015/27, 10-12-2015](#))

(f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the Beaufort County Animal Shelter and or affiliated organizations as soon as possible for the mandatory holding period.

Sec. 14-39. - Redemption.

(a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:

(1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director of animal services or his/her designee, may issue a warning or Administrative Citation for the first offense at their discretion after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to County Council approval.

(2) In addition to the administrative penalty, for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered, an appropriate microchip license fee, the

charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.

(3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exceptions in subsections 14-29(e)(1)—(4) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.

(b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.

(c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-40. - Adoption. (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained herein.

(b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(d) The county animal services director or designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to the animal services department, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-41. - Trapping.

(a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock or domestic animals within Beaufort County without prior approval from the animal services department. Any pets, livestock or domestic animals trapped with prior approval from the animal services department will be reported or delivered to the animal services department for purposes of identification of the pet's

owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the Beaufort County Animal Services Department or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the animal services department. If a trapped animal is in need of immediate attention, the animal services department or 911 will be notified immediately of the animal in distress.

(b) Exemption. Trapping is permitted for hogs.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-42. - Management of feral cat colonies.

(a) Definitions.

Caregiver means any person who provides food, water or shelter to or otherwise cares for a feral cat colony and has made application to the animal services department for management of a feral cat colony.

Caregiver manager means any person in charge of a caregiver program.

Ear tipping means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

Feral cat means a cat which currently exists in a wild or untamed state.

Feral cat colony means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

Nuisance means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming, or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

Suitable shelter means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

TNR means trap, neuter/spay and release.

TNA program means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

(b) Feral cat colony management. Feral cat colonies shall be permitted (no fee) by the Beaufort County Animal Services Department and caregivers shall be responsible for applying for the permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by animal services department.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-43. - Livestock.

(a) All livestock shall be properly housed with adequate food, water and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.

(b) Owners or possessors of livestock impounded for violation of this article or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.

(c) Impounded livestock shall be held for a period of ~~21~~ 10 days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of the Beaufort County Animal Services Department.

(d) Exception: No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other section within this chapter reference livestock this section shall be controlling.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-44. - Importation of exotic animals prohibited.

(a) Definition. An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as Ferae naturae. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds or insects.

(b) Unlawful act. It shall be unlawful for any person, firm, or corporation to import into Beaufort County, any venomous reptile or any other exotic animal.

(c) Exceptions. This division shall not apply to following entities:

(1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).

(2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.

(3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.

(4) A team mascot for a university or educational facility.

([Ord. No. 2015/27, 10-12-2015](#))

Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with Beaufort County Animal Services Department and any state, county or municipal law enforcement agencies.

([Ord. No. 2015/27, 10-12-2015](#))

(A) Vaccinations: It shall be unlawful for any owner of a dog or cat four (4) months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by veterinarian for medical reasons. All dogs and cats shall be vaccinated at four (4) months of age (unless recommended otherwise by veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the County from a location outside the County shall comply with this Section within 30 days after having moved into the County by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.

(B) Proof of Vaccination: It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this Chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness or other device worn on the dog

(C) Harboring Unvaccinated Dogs and Cats: It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

(D) Non-transferability: Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.

(E) Exceptions: No person charged with violating 14-45 Rabies Control shall be convicted if he produces in Court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

Sec. 14-46. - Interference with animal services officers.

It shall be unlawful for any person to interfere with, hinder, or molest an animal services officers in the performance of his or her duties or seek to release any pet or livestock in his/her custody without his/her consent.

([Ord. No. 2015/27, 10-12-2015](#))

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Sec. 14-47. - Enforcement and penalties.

(a) The animal services officers of the Beaufort County Animal Services Department shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control and custody of pets or livestock covered by this article. All violations of this article shall be heard by the Beaufort County Magistrate Court.

(b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and county council has acted favorably on such request and has so notified such municipality of its approval of such request.

(c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the magistrate courts or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (f) below, are intended to be non-criminal, civil penalties and not subject to jail time.

(d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in non-compliance of a Final Dangerous Dog Determination of the Court, a Magistrate may order possession and custody of the animal to be surrendered permanently to the Beaufort County Animal Shelter.

-(f) Infractions Resulting in Administrative citations and penalties.

In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code Section 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this Chapter subject to administrative citation and penalty are in the discretion of the Animal Services Officer and include but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory spay/neuter, and warnings for a noisy public nuisance animal. Animal cruelty charges and Dangerous Dog Determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection and administrative review of administrative citations and penalties.

A. Notice of infraction. If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the animal services officer.

B. Content of citation. The administrative citation shall be issued on a form approved by the Director of Beaufort County Animal Services and shall contain the following information:

1. Date, location and approximate time of the infraction;
2. The ordinance violated and a brief description of the infraction;

3. The amount of the administrative penalty imposed for the infraction;
4. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
5. Instructions on how to appeal the citation;
6. The signature of the animal control officer.

The failure of the citation to set forth all required contents shall not affect the validity of the proceedings.

C. Service of citation.

1. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the animal control officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
2. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the animal control officer shall attempt to deliver the administrative citation to him/her. If the animal control officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
3. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The citation shall also be mailed to any additional addresses for the owner in department records.

D. Administrative penalties.

1. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
 - i. One hundred dollars (\$100.00) for a first infraction;
 - ii. Two hundred dollars (\$200.00) for a second infraction of the same administrative abatement order within one year;
 - iii. Five hundred dollars (\$500.00) for each additional infraction of the administrative abatement order within one year.
2. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
3. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
4. The penalties assessed shall be payable to the Beaufort County Treasurer.
5. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
6. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Magistrate court of Beaufort County.

E. Administrative appeal of administrative citation.

1. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the Department. The written notice of appeal must be filed within twenty (20) days of the service of the administrative citation set forth in subsection C. above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:

- i. A brief statement setting forth the appellant's interest in the proceedings;
- ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
- iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
- iv. The notice of appeal must be signed by the appellant;
- v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the Administrative Appeal will be scheduled;
- vi. Indigence must be proved to have the deposit waived.

2. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:

- i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten (10) days before the hearing to the person requesting the hearing.
- ii. The administrative hearing regarding the administrative citation shall be held before the Public Safety Director, or a designee. The hearing officer shall not be the investigating animal control officer who issued the administrative citation or his immediate supervisor. The Director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
- iii. Conduct of the hearing. The investigating animal control officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating animal control officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.
- iv. Hearing officer's decision. The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.

F. Appeal to Circuit Court. Any person who receives an unfavorable decision from the decision of an Administrative Appeal may file an appeal with the Circuit Court in Beaufort County. The appeal to

Circuit Court must be filed within thirty (30) days of the notice of the Administrative Officer's decision being mailed to the recipient of an Administrative citation.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

RFP #011719 Lease Agreement recommendation for Daufuskie Marsh Tacky Society for the lease of the Beaufort County owned Duncan Farms

Council Committee:

Natural Resources Committee (February 18, 2019)

Meeting Date:

March 25, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director and Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

1. Lease property for equestrian use at an annual maximum rate of \$4,800 per year.
2. Initial five year term with four additional 5 year extensions upon mutual agreement by both parties.
3. Phased land improvements to include paddocks, barns, stables, a manager apartment, and fencing.

Points to Consider:

1. The land is currently not being used and this was the only firm interested in leasing the property.
2. The property will be maintained by the Society.
3. Four new jobs will be created.
4. Public access and education will be conducted by the Society.
5. Protection of a critically endangered horse breed in the context of their historical native Lowcountry habitat.

Funding & Liability Factors:

NA, the revenue will return to the passive parks operating/maintenance revenue fund account.

Council Options:

Approve by committee and County Council since this is real property.

Recommendation:

The Purchasing Department recommends that the Natural Resources Committee and County Council approves the Interim County Administrator to enter into a lease agreement with Daufuskie Marsh Tacky Society for the lease of the Duncan Farms property at a maximum annual cost of \$4,800.

ORDINANCE 2019 / ____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT WITH THE DAUFUSKIE MARSH TACKY SOCIETY FOR THE DUNCAN FARMS PROPERTY

WHEREAS, Beaufort County owns and manages the Duncan Farms property located at Washington Farms Road, Beaufort, South Carolina; and

WHEREAS, on November 21, 2018 Beaufort County solicited for Requests for Proposals (“RFP”) (RFP/#011719) for the potential future use of the Duncan Farms property; and

WHEREAS, the Daufuskie Marsh Tacky Society (“DMTS”), duly submitted a response to the RFP requesting use of the land for hay fields, equestrian barn and stables, and public education; and

WHEREAS, The County and DMTS will enter into a lease agreement for the DMTS’s use of Duncan Farms property pursuant to RFP #011719 and the submitted proposal, for an initial term of five (5) years, with the option of four (4) additional 5-year extensions, beginning May 1, 2019 and ending April 31, 2024; and

WHEREAS, on February 18, 2019 the Natural Resource Committee unanimously recommends that County Council enter into the lease; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to enter into the lease of Duncan Farms upon such terms and conditions and amendments expressed herein.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the Interim County Administrator is hereby authorized to execute a five (5) year lease agreement with the Daufuskie Marsh Tacky Society for the use of the Duncan Farms property.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II, County Attorney

ATTEST:

Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

COUNTY OF BEAUFORT)

)

LEASE AGREEMENT

STATE OF SOUTH CAROLINA)

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this **22nd day of April, 2019**, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" whose mailing address is County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Daufuskie Marsh Tacky Society**, hereinafter referred to as "Tenant" whose mailing address is 94 Carvin Rd., Box 27, Daufuskie Island, SC 29915.

Whereas Landlord leases to Tenant the following described premises:

- 1. DESCRIPTION OF LEASED PREMISES.** The available property, known as Duncan Farms, is located in northern Beaufort County off of Highway 21 and Washington Farm Road , SC on Parcel Number R700 028 000 0134 0000. The leased portion of the property is approximately 38 acres of previously utilized farm land located on the western half of the parcel.
- 2. TERM.** The term of this Lease shall be for an initial period of five (5) years, with the option for four (4) additional 5-year extensions, unless otherwise terminated as per Section 17.
- 3. RENT.** Tenant covenants to pay to Landlord 1) the annual property taxes and 2) 10% of net revenue earned exclusively upon the subject property, which shall never exceed \$400/month, on the first day of each month. Net revenue is defined as any monetary proceeds generated from activities occurring on the leased premises after Tenant's costs for administration and utility expenses incurred on the leased premises. A check, with **Account #45020001** in the memo line, for the Rent will be payable to Beaufort County Treasurer, with mailing address of County of Beaufort, Attn: Controller, P.O. Drawer 1228, Beaufort, SC 29901-1228.
- 4. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.
- 5. CONDITION OF THE LEASED PREMISES.** Tenant is fully familiar with the physical condition of the Leased Premises. Landlord has made no representation in connection with the Leased Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render

the Leased Premises unusable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he/she has examined the demised premises and grounds, and that they are, at the time of this Agreement, in good order and in a safe, clean and tenantable condition.

6. USE OF PREMISES. The demised premises shall be used and occupied by Tenant exclusively as described in the Tenant's submitted proposal for RFP #011719 and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for any purpose other than as described in RFP #011719 and associated proposal. The Tenant's submitted proposal states use of the property will be for equestrian hay fields, paddocks, a hay and equipment storage barn, a stall barn with a covered riding arena, and a stable manager's apartment. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement. Tenant and County agree to share the cost for installation of a water well, as specified in a future quote but not to exceed \$2,500 by the County.

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

In addition to the obligations stated above, Tenant shall also be responsible for 1) any and all janitorial services that may be necessary during those dates and times that Tenant shall enjoy possession and use of the facility and 2) routine mowing of the property fields located outside of the Tenant's fenced area, if not otherwise occupied by a secondary tenant.

8. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term. Tenant shall not allow or permit the premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property.

Landlord shall have the right to terminate this agreement should Tenant fail to comply with the terms of this provision.

9. MAINTENANCE AND REPAIRS. Tenant will, at his/her sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, sublet or grant any concession or license to use the premises or any part thereof without prior written consent of Landlord. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement immediately.

11. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the premises. No notice will be required in emergent situations or for access or entry upon the land.

12. INSURANCE. Tenant must obtain any and all applicable insurance policies, including in an amount of no less than \$1,000,000 in general liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

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

14. SURRENDER OF PREMISES. At the expiration of the lease term, Tenant shall quit and surrender the premises hereby demised quietly, peacefully and in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof excepted. Tenant may remove all non-permitted self-installed above-ground structures, buildings, and improvements within ninety (90) days of surrender of premises if this Agreement expires or is terminated, unless otherwise mutually agreed to in writing by Tenant and Landlord prior to expiration/termination. Any permitted structures/buildings will be considered permanent and shall be affixed to the land, unless otherwise mutually agreed to in writing at the time of vacating the property.

15. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected

within ten (10) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereof, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

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

17. TERMINATION. Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or it's Attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in Section 2 above, upon sixty (60) days' written notice from Landlord to Tenant, or vice-versa, or upon the occurrence of any default event as set forth in Paragraph 15.

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

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

20. NOTICES. All notices hereunder by Landlord to Tenant, or vice-versa, shall be given in hand or in writing through certified mail addressed to Landlord and Tenant as indicated below. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

Landlord:
Beaufort County
Attn: County Administrator
100 Ribaut Rd.
Beaufort, SC 29901

Tenant:
Daufuskie Marsh Tacky Society
Attn: Erica Veit
94 Carvin Rd., Box 27
Daufuskie Island, SC 29915

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

LANDLORD:

Beaufort County

By: _____

John Weaver, Interim County Administrator

Witness

Witness

TENANT:

Daufuskie Marsh Tacky Society

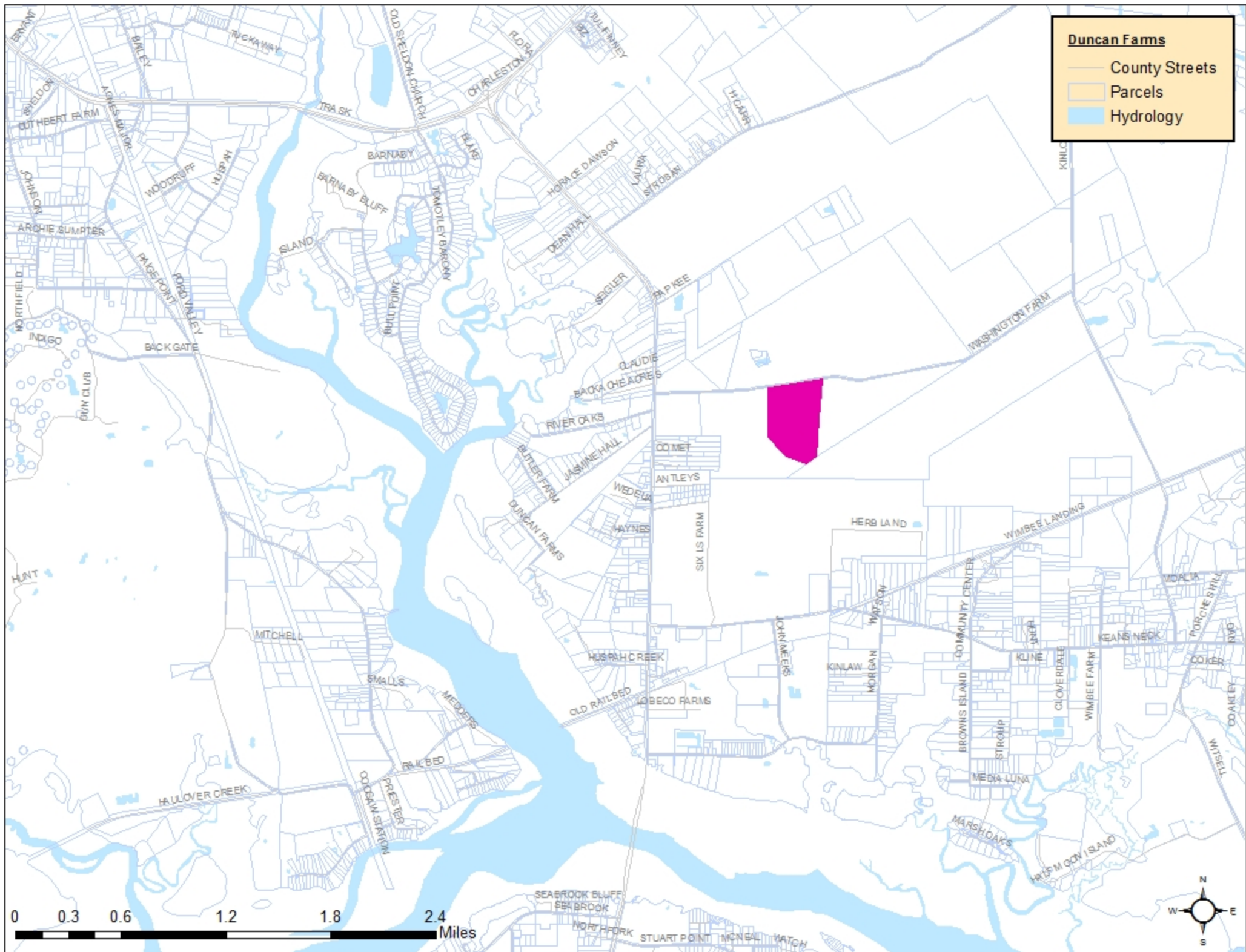
By: _____

Erica Veit, Founder/Director

Witness

Witness

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





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

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

Council Committee:

Approved by the Public Facilities Committee on March 4, 2019. This is for the March 25, 2019 County Council Meeting

Meeting Date:

March 25, 2019

Committee Presenter (Name and Title):

Dave Thomas, Purchasing Director

Issues for Consideration:

The Public Facilities Committee approved the contract award for the leasing of the County's Property known as Marshside Mama's Restaurant located on Daufuskie Island. In accordance with the Beaufort County Code concerning Real Property, the Public Facilities Committee is requesting County Council's approval along with the required three public readings.

Points to Consider:

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 ten year lease agreement. See the attached lease agreement.

Funding & Liability Factors:

No funding is required by the County for this project.

Council Options:

County Council may approve or reject the contract award. Final approval may be made by County Council after three public readings.

Recommendation:

Staff recommends County Council approve the contract award to the Pointed Feather Company as noted in the attached lease agreement.

ORDINANCE 2019 / ____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE NECESSARY DOCUMENTS TO LEASE A PORTION OF A BUILDING ON DAUFUSKIE ISLAND KNOWN AS MARSHSIDE MAMAS

WHEREAS, Beaufort County is the owner of Parcel Number R800 024 000 0032 0000 and also known as 15 Haig Point Road; and

WHEREAS, a portion of the above referenced parcel, the portion known as Marshside Mama's is available for lease; and

WHEREAS, Beaufort County advertised a request for proposals (RFP#103118) for the purpose of leasing the property to an appropriate tenant; and

WHEREAS, Pointed Feather Foods LLC provided a proposal offering, among other things, \$900 per month to lease the property and \$100,000 in capital investments; and

WHEREAS, County staff have evaluated the Pointed Feather Foods LLC proposal and recommends approval; and

WHEREAS, the Public Facilities committee considered the proposal at the March 4, 2019 meeting and recommends approval; and

WHEREAS, it is necessary, in accordance with Beaufort County Code of Ordinances Section 2-514, for County Council to provide prior approval to the county administrator to lease property; and

WHEREAS, County Council finds that it is in the best interests of Beaufort County citizens, residents and visitors to lease the Daufuskie Island Marshside Mama's property.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to execute any and all documents necessary to lease a portion of 15 Haig Point Road, Parcel Number R800 024 000 0032 0000 the portion known as the Marshside Mama's Restaurant and more particularly described in the RFP #103118 and the attached lease.

DONE this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT

COUNTY OF BEAUFORT)

)

LEASE AGREEMENT

STATE OF SOUTH CAROLINA)

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this ____ day of _____, 2019, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" whose mailing address is County of Beaufort, Attention Beaufort County Facilities Maintenance, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Pointed Feather Foods LLC and Property Management Company LLC**, whose mailing address is respectively 10 Hunting Lodge Road Bluffton, SC, 29936, and 264 Palm Key Place, Ridgeland, SC 29936 hereinafter referred to as "Tenant".

Whereas Landlord leases to Tenant the following described premises:

- 1. DESCRIPTION OF LEASED PREMISES.** An approximately one-acre parcel including an approximately 1800 square feet portion of the building located at 15 Haig Point Road, Daufuskie Island, SC on Parcel Number R800 024 000 0032 0000 and known as Marshside Mama's. This lease excludes the portion of the adjacent store and excludes the docks on the same site. Tenant shall not impede public use of the docks, boat landing, and the parking area for the docks and boat landing.
- 2. TERM.** The initial term of this Lease shall be ten (10) years. The lease may be renewed up to two (2) times. A renewal period shall be for an additional five (5) years term. Renewals must be by written agreement of both parties. Tenant shall notify the Landlord in writing of its intention to renew no later than ninety (90) days before the expiration of the initial term or a renewal term.
- 3. RENT.** Tenant agrees to pay rent of \$900 per month. Additionally, tenant promises to provide a minimum of a \$100,000 in capital for improvements to the building. After the expiration of the initial ten (10) year term, and during any renewal period, tenant will provide a minimum \$2,500 annual contribution to capital improvements to ensure the building is maintained and continuously improved. Tenant shall be responsible for maintaining the grounds surrounding the restaurant in a neat and orderly manner. Landlord shall not make any repairs or improvements to the property.
- 4. COMPLIANCE WITH LAWS.** Tenant shall not make or permit any use of the Leased Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the leased premises by Landlord.

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

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and agrees to accept the premises in "as-is" condition.

6. USE OF PREMISES. The demised premises shall be used and occupied by Tenant exclusively as a restaurant called the Marshside Mama's 2 and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for any purpose other than as Marshside Mama's 2. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this Agreement.

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

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

9. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition during the term of this lease and any renewal

thereof. Subject to applicable law, the Tenant shall keep and maintain the Leased Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Term of this Lease or may be put in thereafter, reasonable and ordinary wear and tear only excepted.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, sublet or grant any concession or license to use the premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement immediately.

11. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the term of this Lease and any renewal thereof to enter the demised premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the premises. No notice will be required in emergent situations or for access or entry upon the land.

12. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

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

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

15. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof, Landlord may elect to enter upon said Leased Premises and to take possession thereof, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

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

17. TERMINATION. Tenant agrees to quit and deliver up the Leased Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 15.

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

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

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

21. SPECIAL PROVISIONS. Tenant acknowledges the special character of the Daufuskie Community. The Daufuskie Island Community Council coordinates a few special events each year. The demised premises have traditionally been made available for these events. The tenant does hereby agree to make the demised premises available for the mutual benefit of the tenant and the Daufuskie Island Community for the following events:

1. Daufuskie Days celebration, typically held on the 4th Saturday in June.
2. Community Thanksgiving dinner typically held the Sunday before Thanksgiving between the times of 11:00 a.m. and 4:00 p.m.
3. Community Christmas Parade and Santa event, typically held on a Saturday afternoon in December as coordinated by the Daufuskie Island Community Council.

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

LANDLORD:

Beaufort County

Witness

By: _____
Ashley Jacobs, County Administrator

Witness

TENANT:

(Pointed Feather Foods LLC)

Witness

By: _____
Its: _____

Witness

TENANT:

(Property Management Company LLC)

Witness

By: _____
Its: _____

Witness

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



BEAUFORT COUNTY COUNCIL

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

ORDINANCE NO. 2019 / _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF MULTIPLE PARCELS OF REAL PROPERTY FROM TOWN OF HILTON HEAD ISLAND TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY WIDENING OF U.S. HIGHWAY 278 ACROSS JENKINS ISLAND

WHEREAS, in 2017, Beaufort County Council approved the borrowing of \$7,400,000.00 for the improvement of U.S. Highway 278 across Jenkins Island; and

WHEREAS, the area the County has received permission from South Carolina Department of Transportation (SCDOT) to obtain the right-of-way (ROW) generally demonstrated on the attached **Exhibit A** and more particularly described in the quit claim deed formally granting the real properties in the name of SCDOT; and

WHEREAS, Beaufort County believes that it is in the best interests of its citizens to accomplish this ROW transaction along U.S. Highway 278 and convey these lands to the SCDOT.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council does hereby authorize the County Administrator to execute the necessary documents to convey to the South Carolina Department of Transportation the properties along U.S. Highway 278 as shown on the attached **Exhibit A** and more particularly described in the attached quit claim deed.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

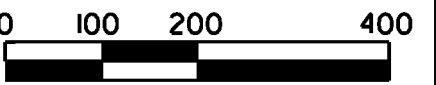
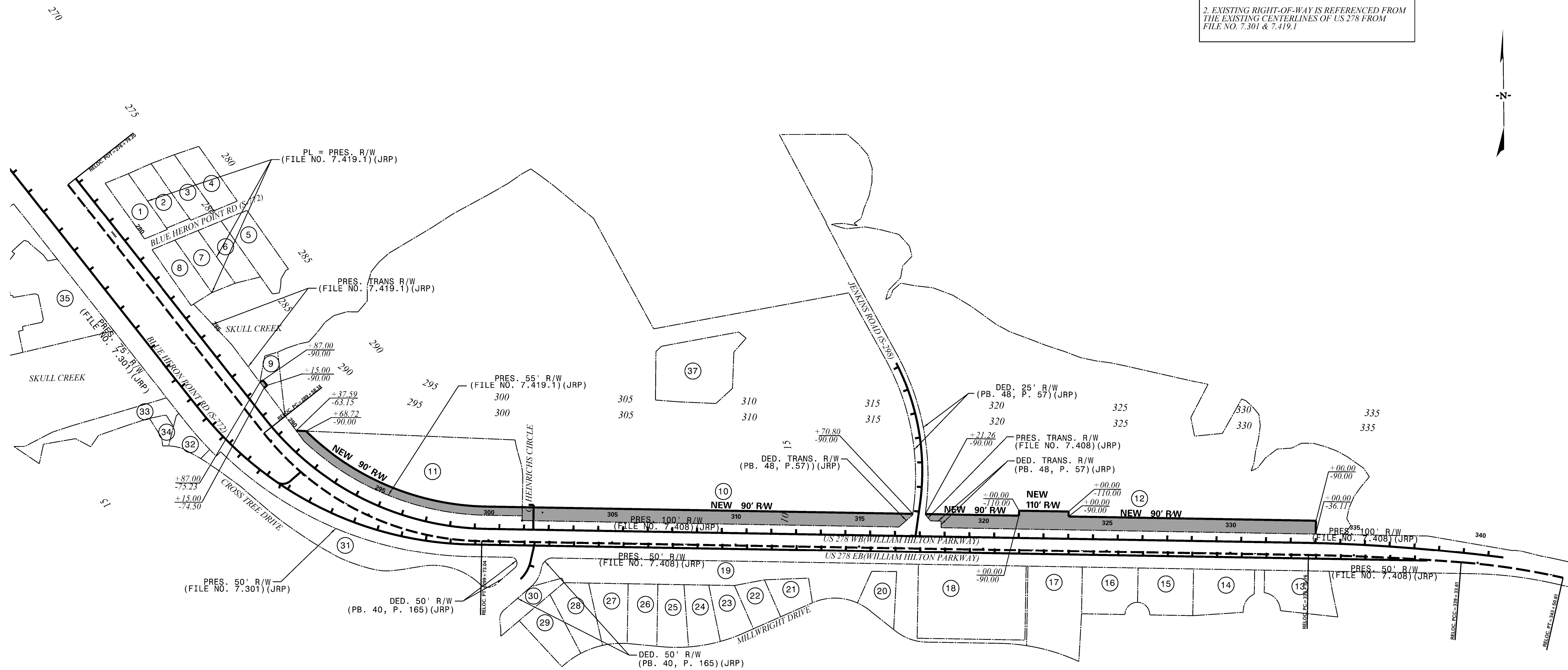
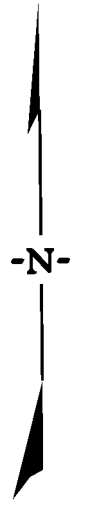
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EXHIBIT A

DRAFT

RIGHT-OF-WAY NOTES:

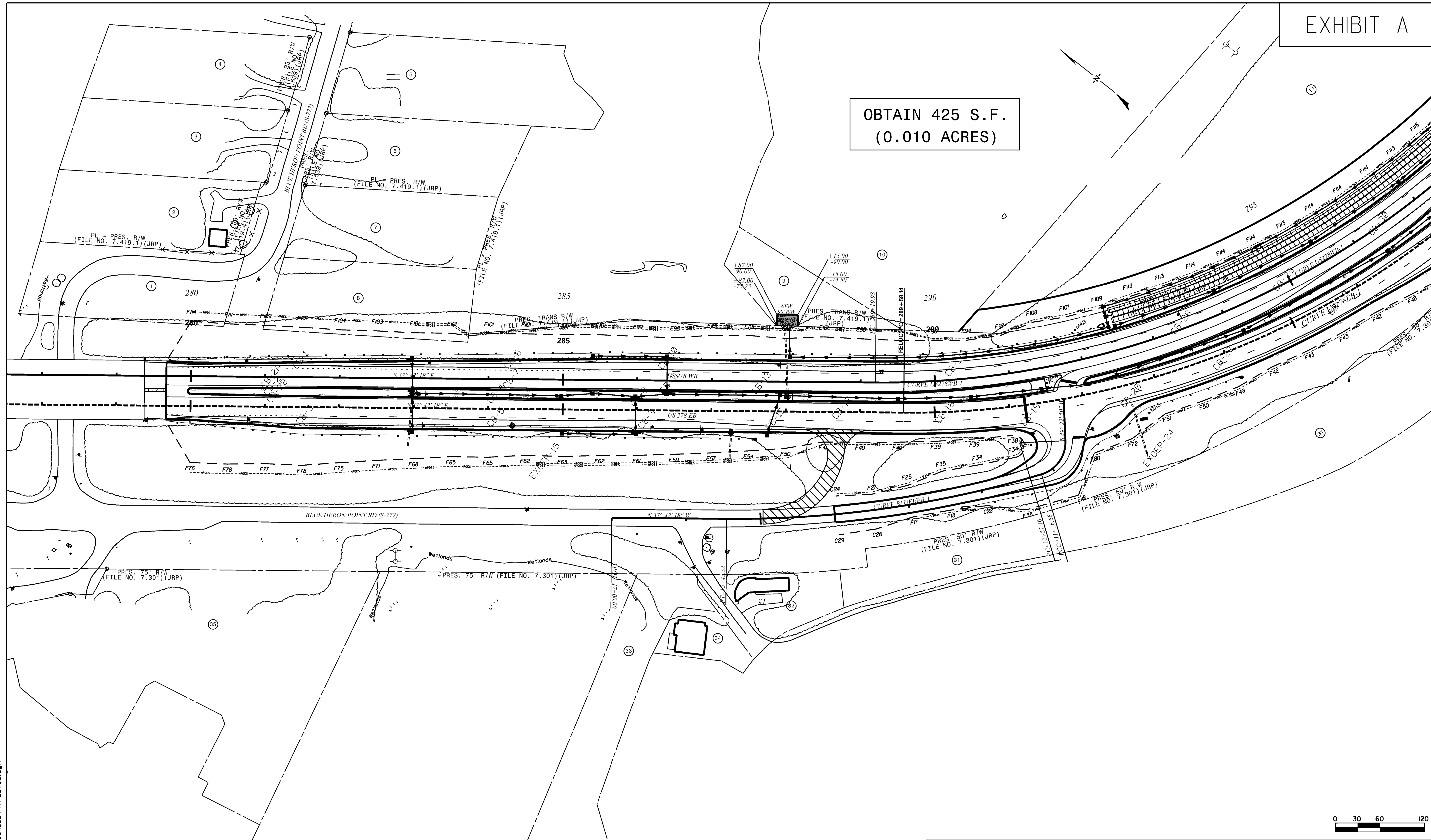
1. NEW RIGHT-OF-WAY IS REFERENCED FROM THE PROPOSED CENTERLINE OF US278 WB.
2. EXISTING RIGHT-OF-WAY IS REFERENCED FROM THE EXISTING CENTERLINES OF US 278 FROM FILE NO. 7.301 & 7.419.1



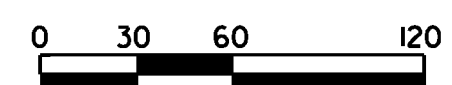
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<p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>	<p>PLANS FOR REVIEW</p>	<p>NOT FOR CONSTRUCTION</p>	4			<p>BEAUFORT COUNTY, SC</p> <p>U.S. RTE. 278 WIDENING (WILLIAM HILTON PARKWAY)</p> <p>RIGHT-OF-WAY STRIP MAP</p> <p>U.S.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

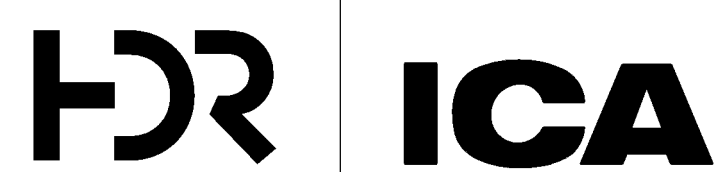
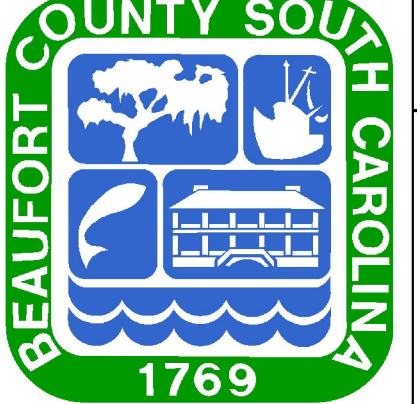
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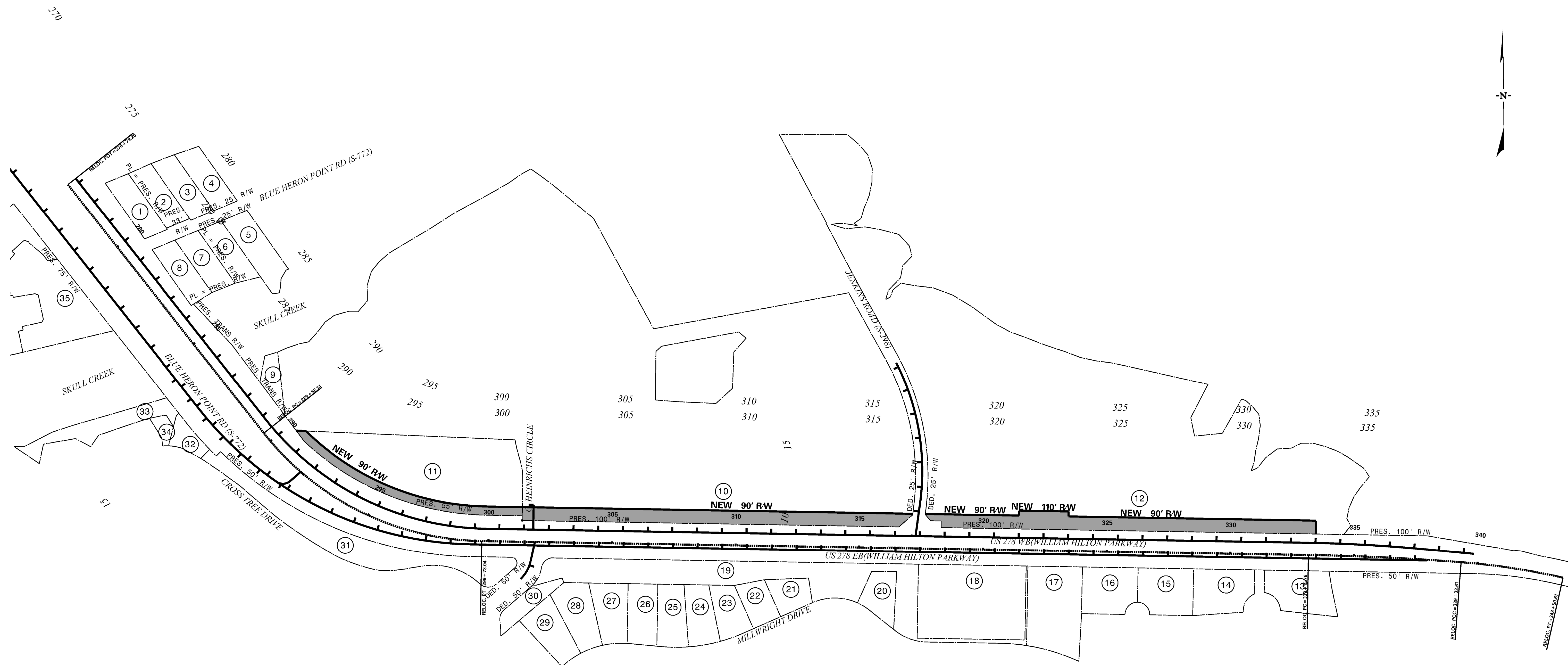
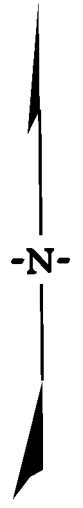


1. EXISTING R/W PRIOR TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING WESTBOUND CENTERLINE
2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



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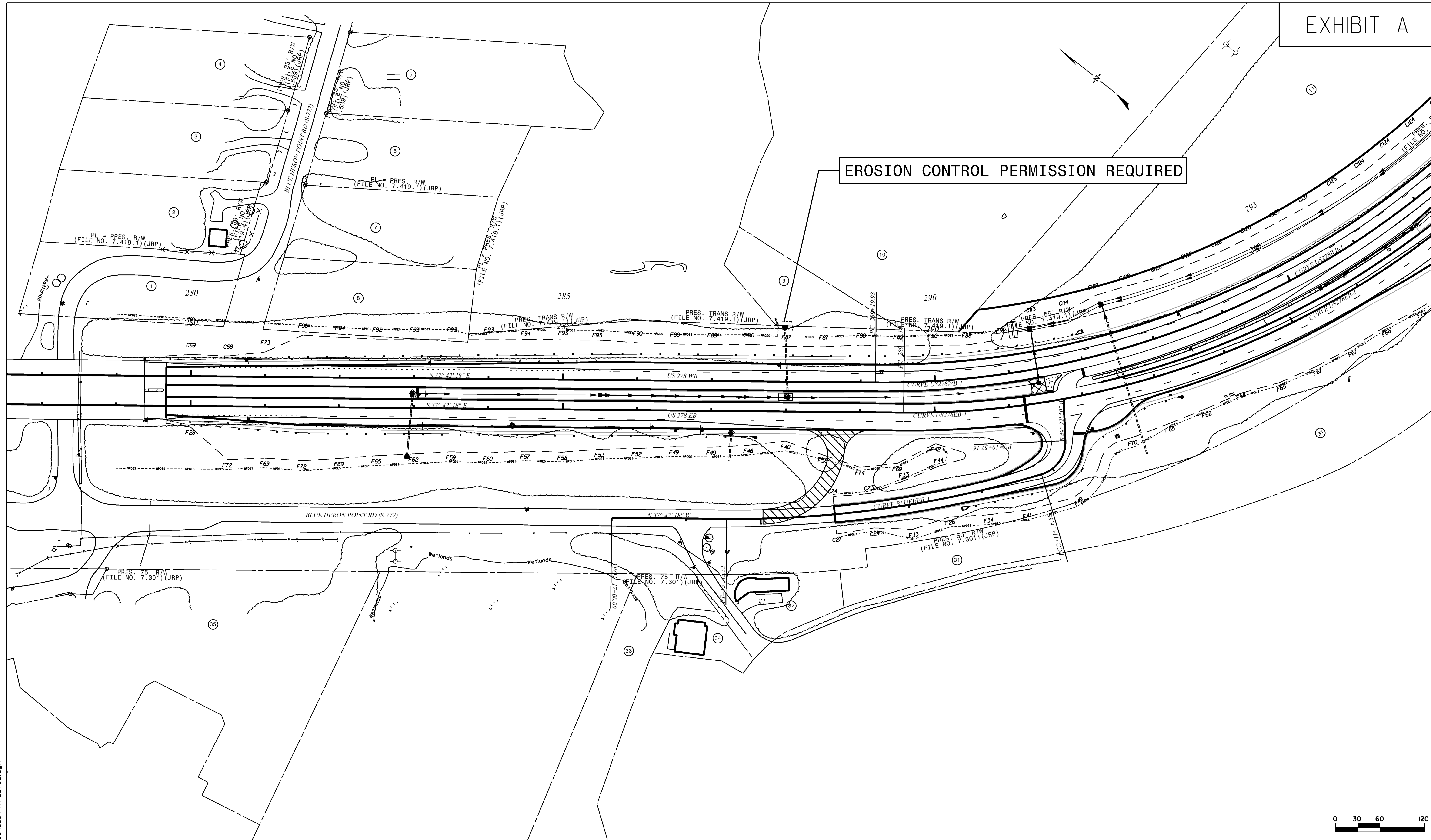
 ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201		BEAUFORT COUNTY, SC R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND TRACT 9 CENTRAL ELECTRIC POWER CO.
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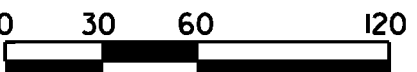
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<p>ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201</p>	<p>PLANS FOR REVIEW</p>	<p>NOT FOR CONSTRUCTION</p>	4			<p>BEAUFORT COUNTY, SC</p> <p>U.S. RTE. 278 WIDENING (WILLIAM HILTON PARKWAY)</p> <p>RIGHT-OF-WAY STRIP MAP</p> <p>U.S. RTE. 278</p>
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION			
TOPO.	DATE					
DWG.	DATE		PLAN SCALE 1" = 200'			
R/W	DATE					

EROSION CONTROL PERMISSION REQUIRED

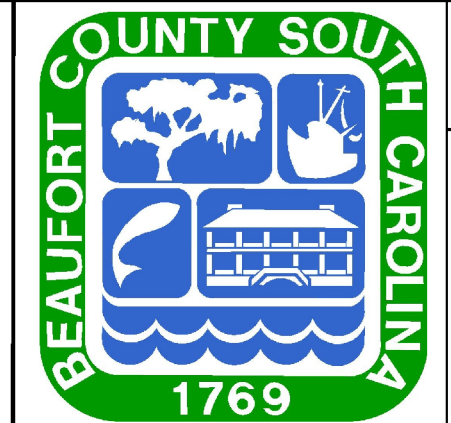


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2. EXISTING R/W AFTER TO C. HEINDRICH'S CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



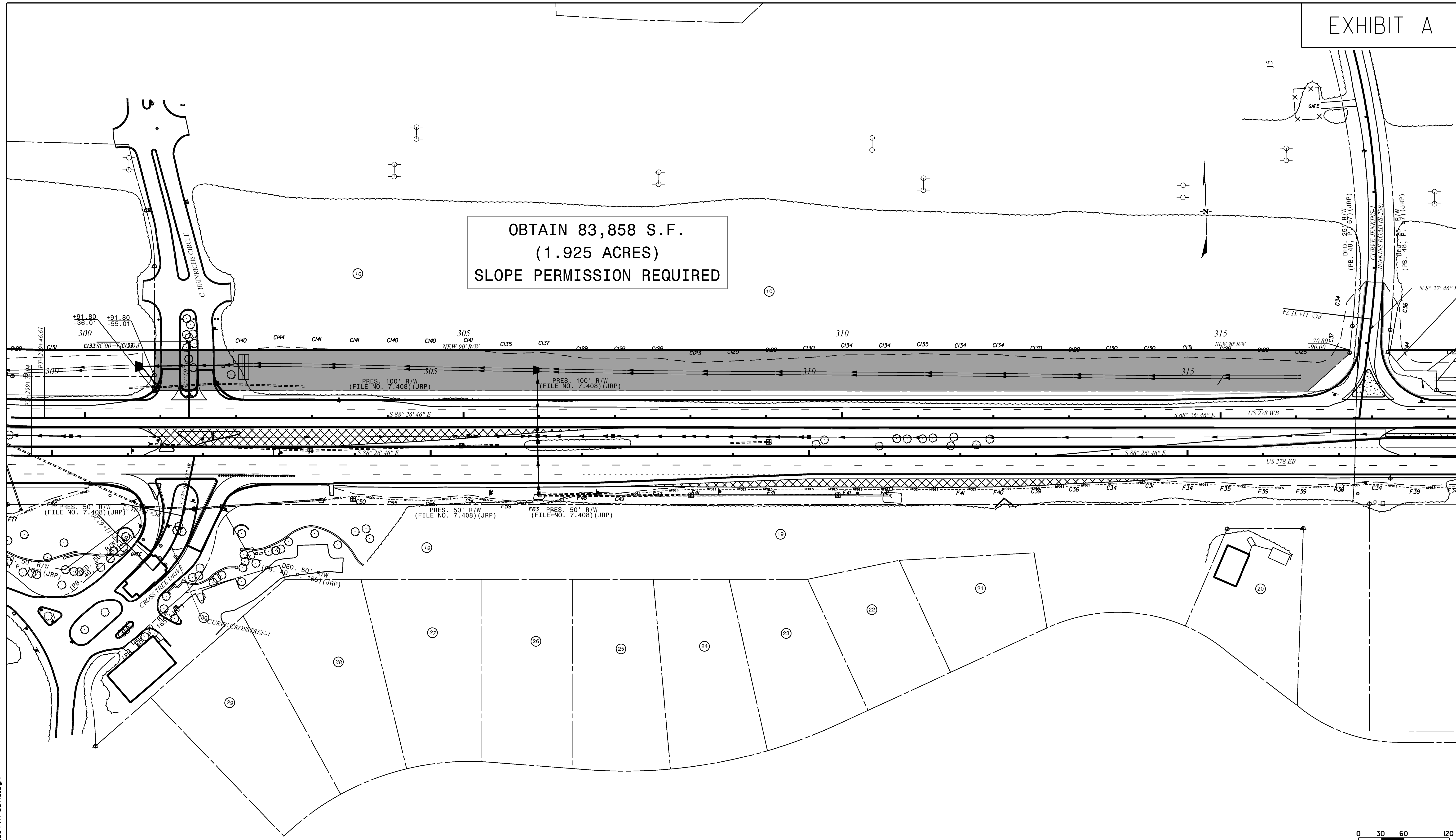
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 ICA Engineering Inc.
 1122 Lady Street, Suite 1100, Columbia, SC 29201

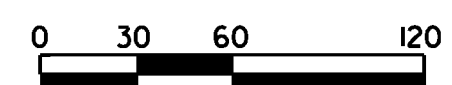


BEAUFORT COUNTY, SC
 R/W EXHIBIT
 US 278 IMPROVEMENTS
 ON JENKINS ISLAND
 TRACT 9
 CENTRAL ELECTRIC POWER CO.

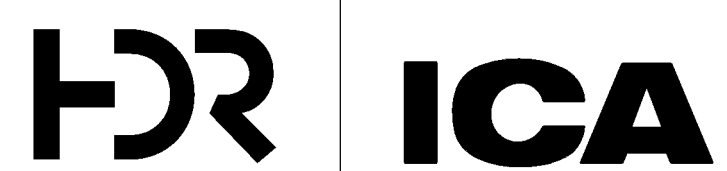
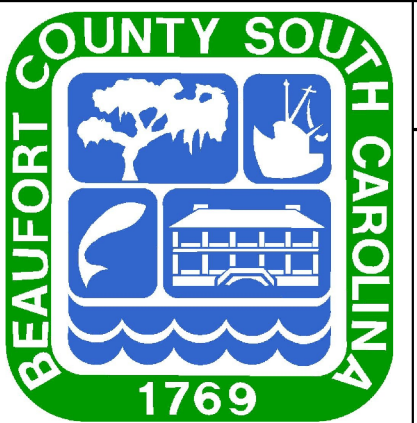
OBTAIN 83,858 S.F.
(1.925 ACRES)
SLOPE PERMISSION REQUIRED

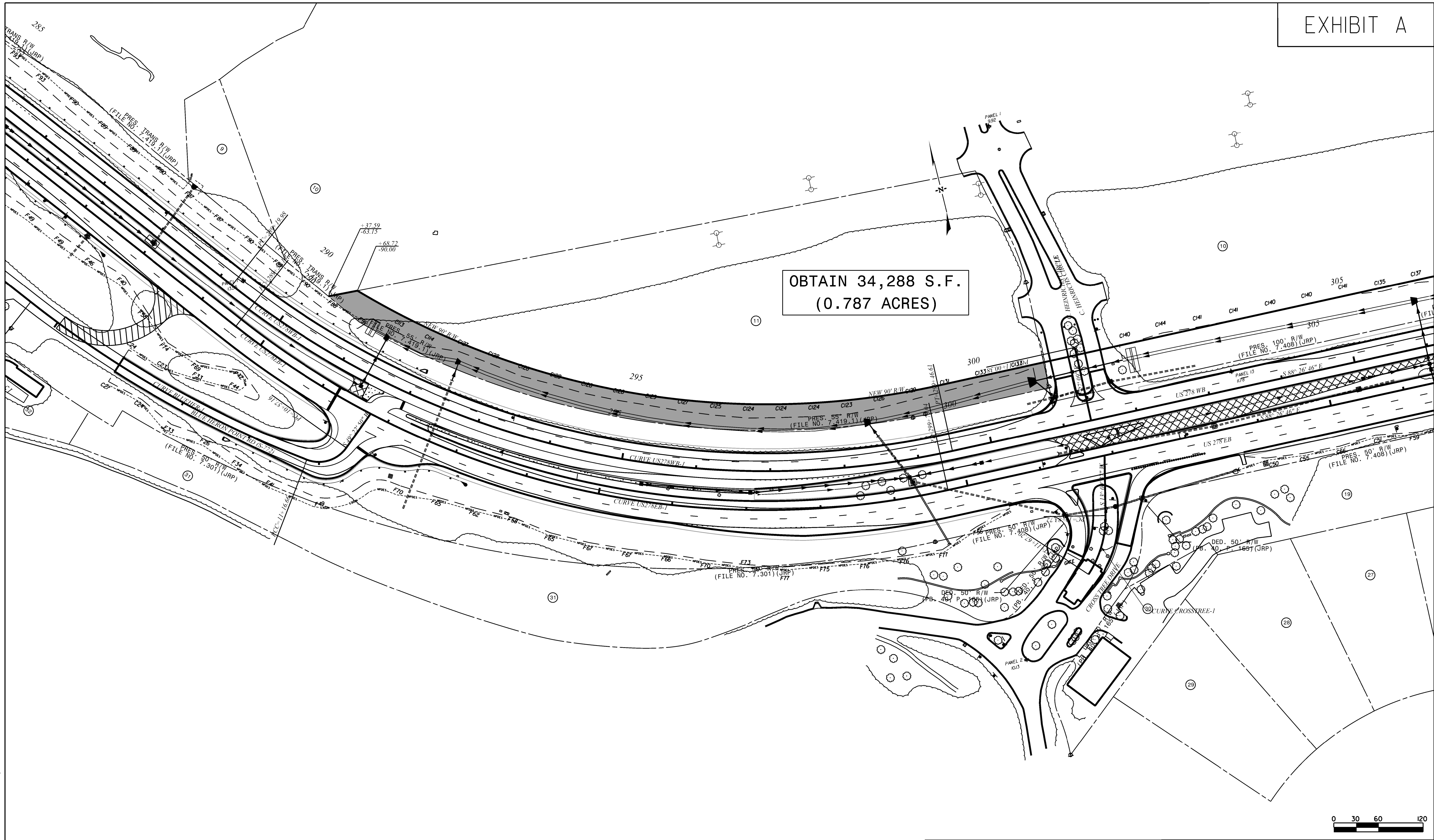


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2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE

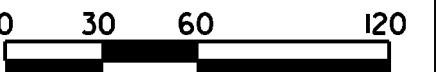


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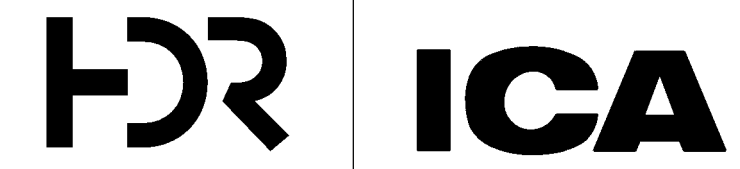
 ICA Engineering Inc. 1122 Lady Street, Suite 1100, Columbia, SC 29201		BEAUFORT COUNTY, SC
		R/W EXHIBIT US 278 IMPROVEMENTS ON JENKINS ISLAND TRACT 10 TOWN OF HILTON HEAD ISLAND



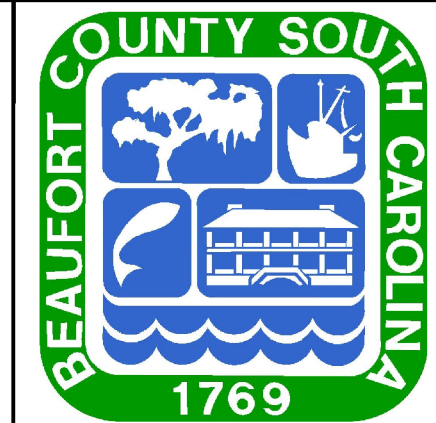
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2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
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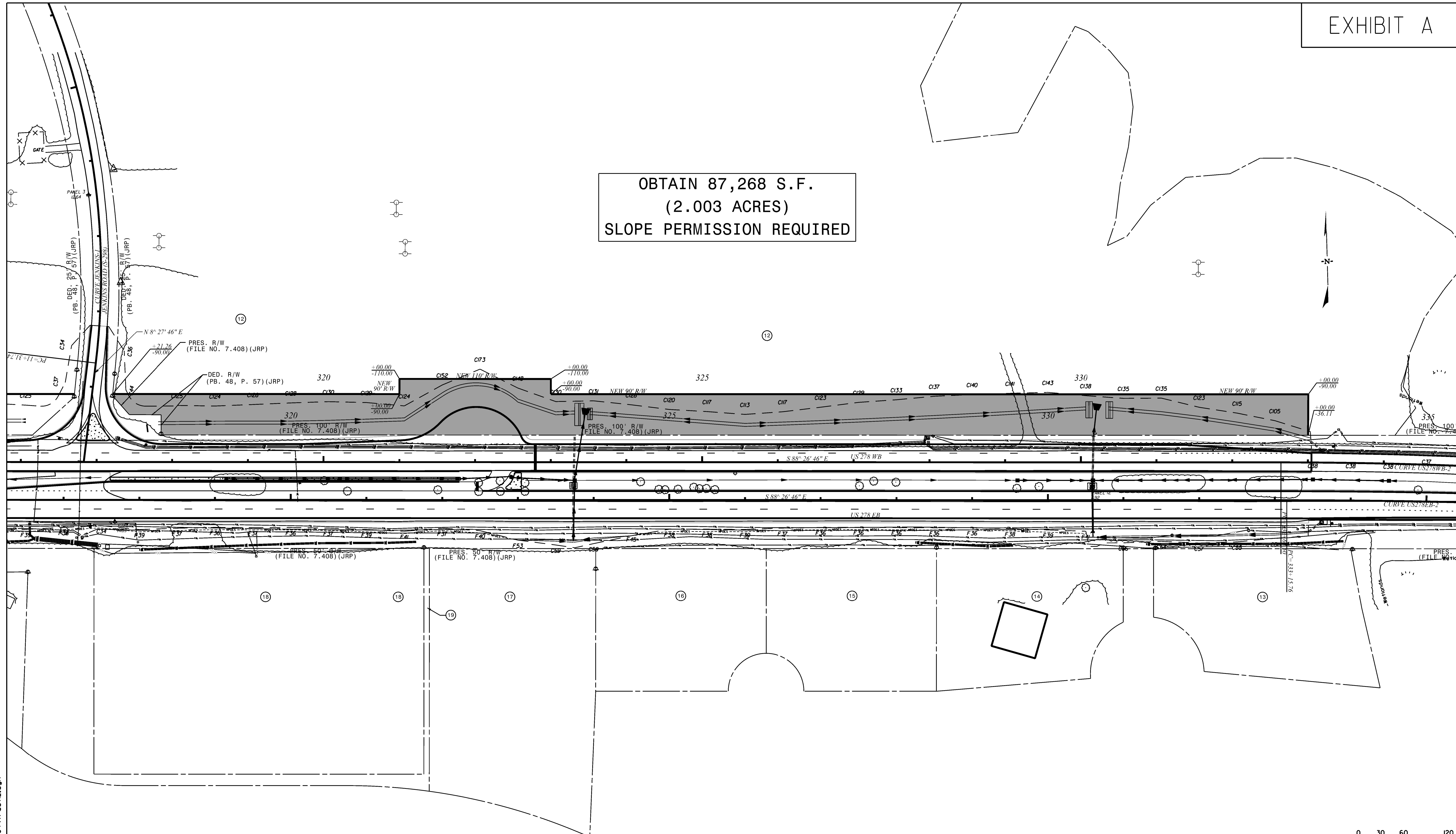
ICA Engineering Inc.
1122 Lady Street, Suite 1100, Columbia, SC 29201



BEAUFORT COUNTY, SC

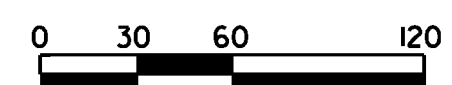
R/W EXHIBIT
US 278 IMPROVEMENTS
ON JENKINS ISLAND
TRACT II
TOWN OF HILTON HEAD ISLAND

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

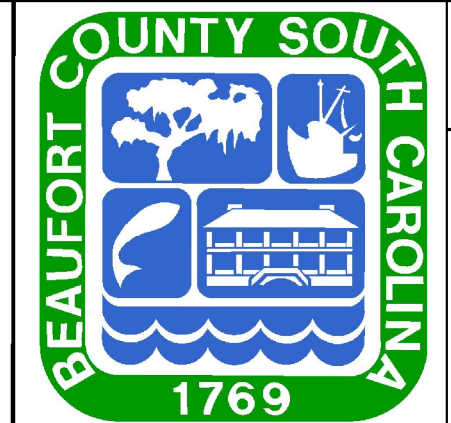


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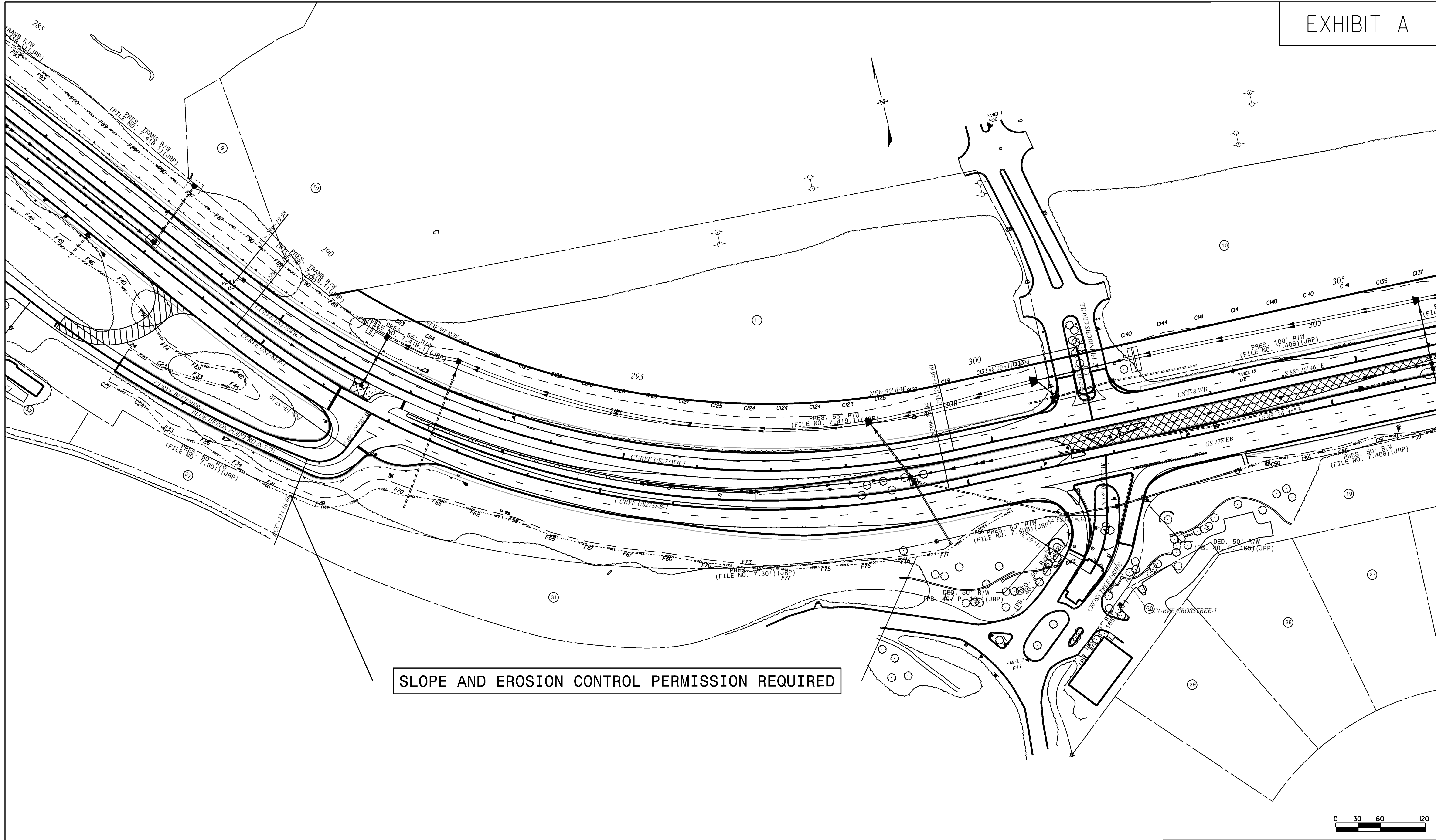
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2. EXISTING R/W AFTER TO C. HEINDRICHS CIRCLE IS MEASURED FROM THE EXISTING EASTBOUND CENTERLINE
3. PROPOSED R/W MEASURED FROM THE PROPOSED WESTBOUND CENTERLINE



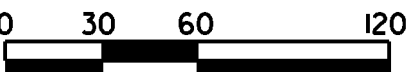
HR ICA
ICA Engineering Inc.
1122 Lady Street, Suite 1100, Columbia, SC 29201



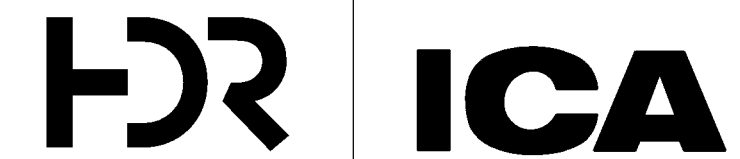
BEAUFORT COUNTY, SC
R/W EXHIBIT
US 278 IMPROVEMENTS
ON JENKINS ISLAND
TRACT 12
TOWN OF HILTON HEAD ISLAND



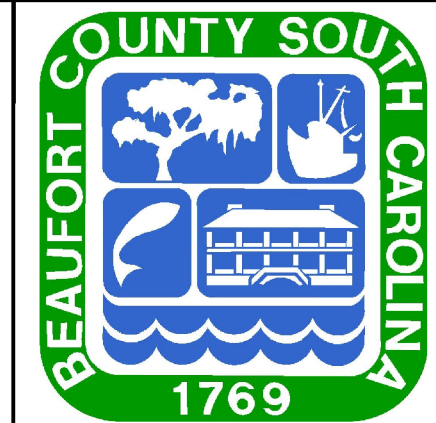
SLOPE AND EROSION CONTROL PERMISSION REQUIRED



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



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



BEAUFORT COUNTY COUNCIL

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

ORDINANCE NO. 2019 / _____

AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE LEASE AGREEMENT WITH THE SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES (SCDNR) FOR THE FORT FREDRICK BOAT LANDING

WHEREAS, Beaufort County owns property immediately adjacent to the Fort Fredrick Heritage Preserve; and

WHEREAS, SCDNR owns the Fort Fredrick Heritage Preserve through which these parcels must be accessed; and

WHEREAS, Beaufort County Council believes that it is in the best interests of its citizens to enter into the lease agreements with SCDNR to promote river access.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the Interim County Administrator is hereby authorized to execute the lease agreements with SCDNR.

DONE this _____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

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: _____

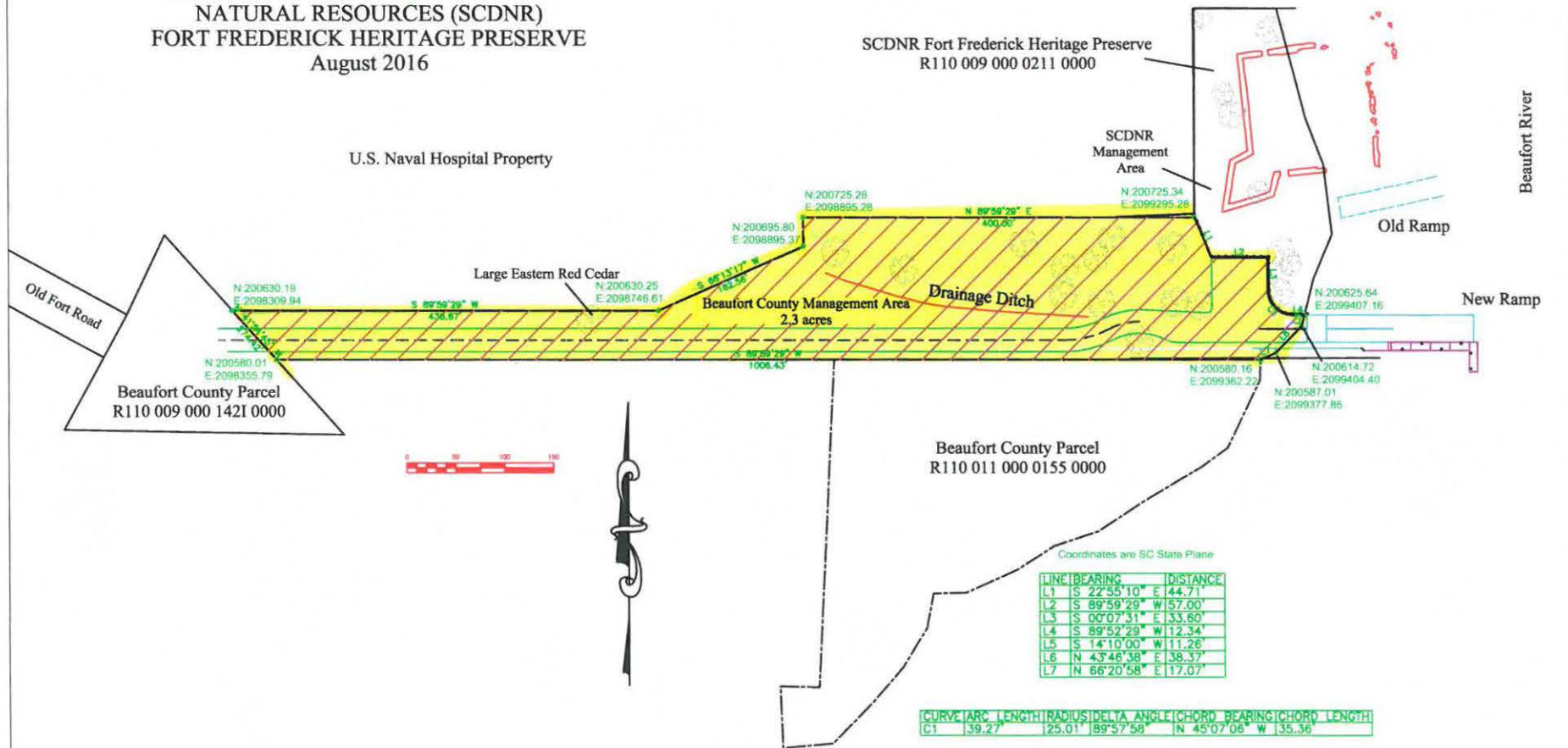
With respect to the lease of the Premises, this Lease and Management Agreement is approved in accordance with South Carolina Code of Laws § 1-11-55 and 1-11-56 and South Carolina Code of Regulations § 19-447.1000 by the South Carolina Department of Administration, Division of Facilities Management and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

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

Exhibit A

Fort Frederick Heritage Preserve
Lease and Management Agreement

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

Beaufort County Management Area
2.3 acres

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:"

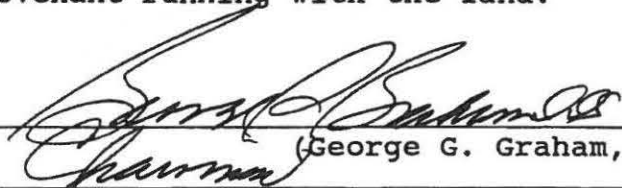
The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the Applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

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

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

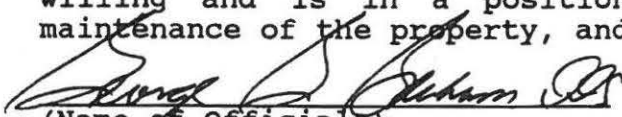
Whereas, certain real property owned by the United States, located in the County of Beaufort, State of South Carolina, has been declared surplus and at the discretion of the General Services Administration, may be assigned to the Secretary of the Interior for disposal for public park or recreation purposes, 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

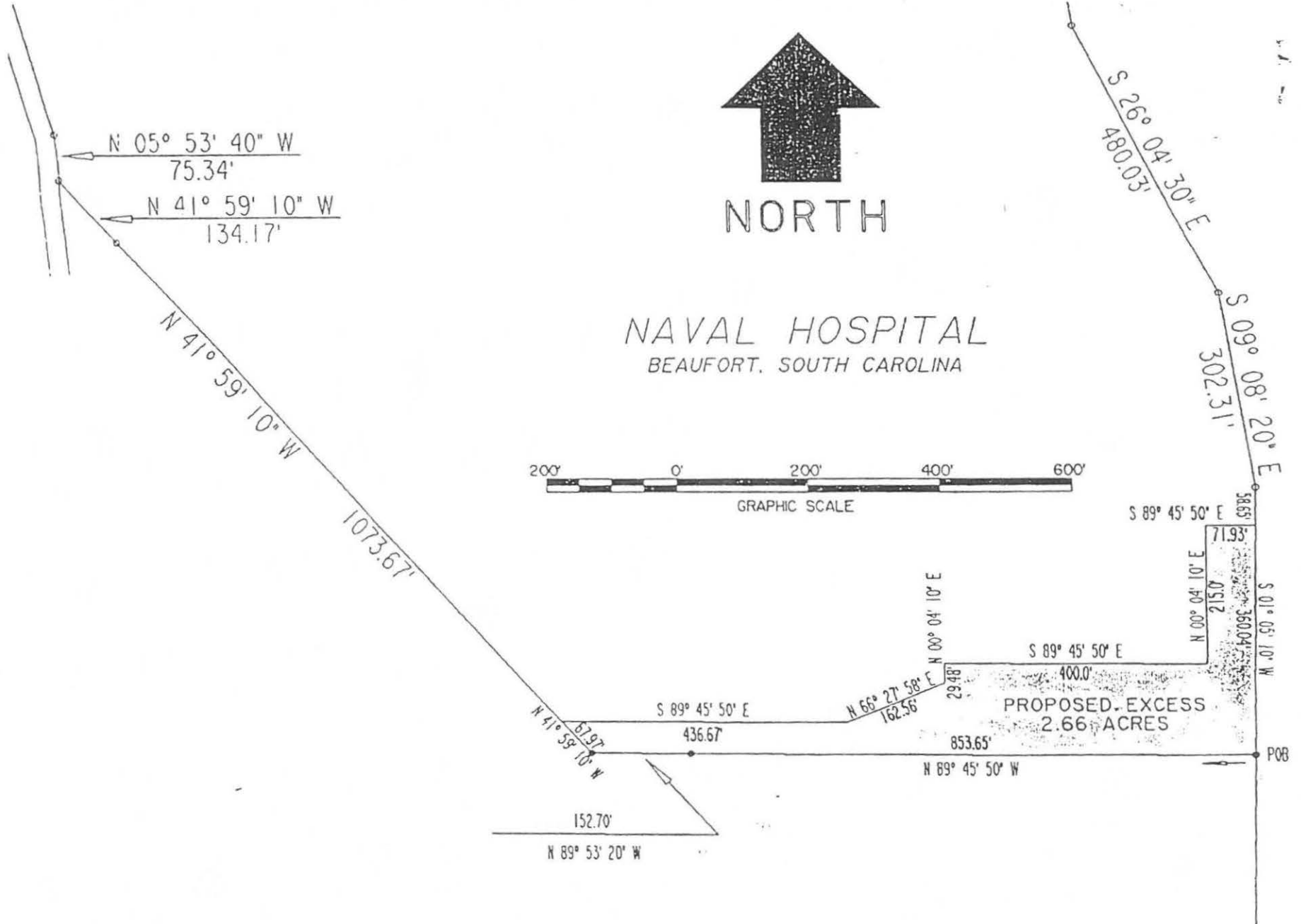
Exhibit I	Plat of Fort Frederick
Exhibit II	Map of Naval Hospital
Exhibit III	Fort Frederick Site Photographs
Exhibit IV	Civil War Era Map of Fort Frederick
Exhibit V	Site Map
Exhibit VI	Site Development Plan

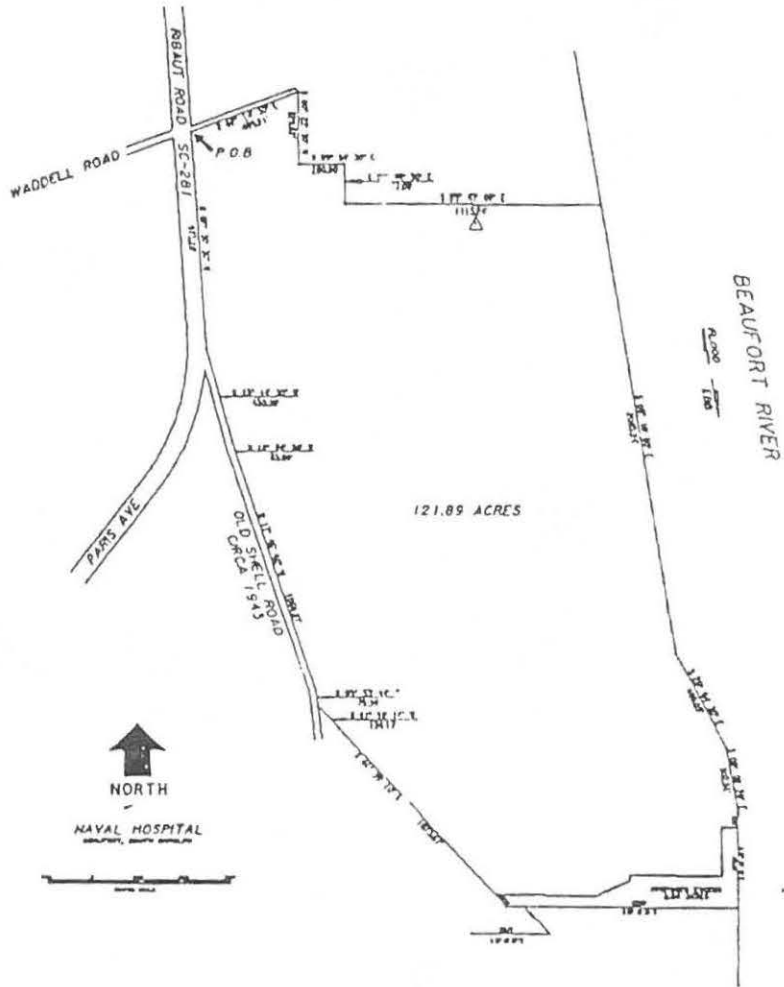
Exhibit
I



NORTH

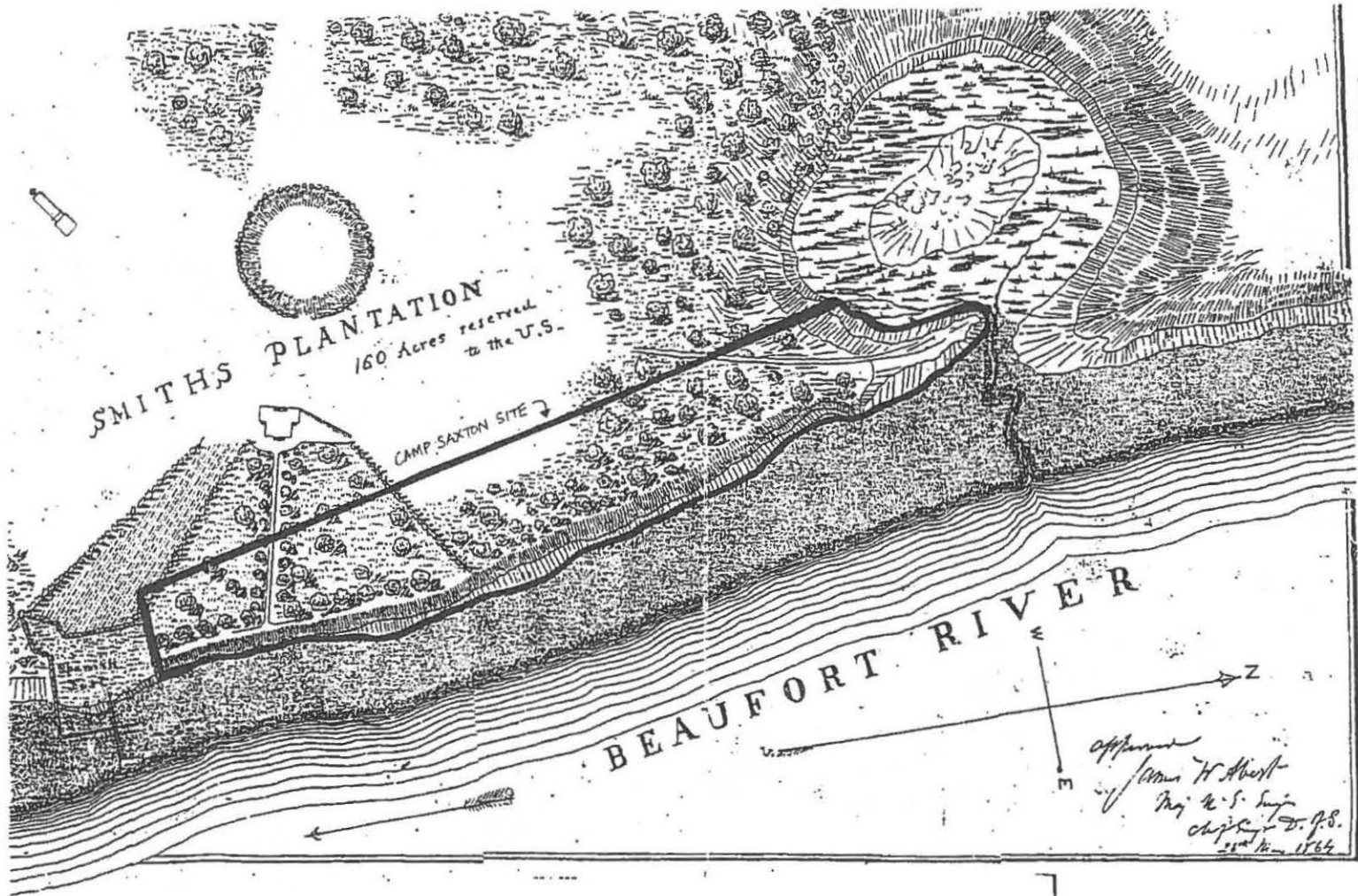
NAVAL HOSPITAL
BEAUFORT, SOUTH CAROLINA





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

1	PROVIDE COPY TO 1110000	0 1 MILLER	02/08/88	0 1 MILLER
2	APPROVE DESCRIPTION	0 1 MILLER	02/08/88	0 1 MILLER
3	APPROVE LOCATION & VALUE	SOUTH CAROLINA		
4	APPROVE SURVEY	SOUTH CAROLINA		
5	APPROVE TITLE	SOUTH CAROLINA		
6	APPROVE DEED	SOUTH CAROLINA		
7	APPROVE MORTGAGE	SOUTH CAROLINA		
8	APPROVE EASEMENT	SOUTH CAROLINA		
9	APPROVE LEASE	SOUTH CAROLINA		
10	APPROVE LICENSE	SOUTH CAROLINA		
11	APPROVE CONTRACT	SOUTH CAROLINA		
12	APPROVE ASSIGNMENT	SOUTH CAROLINA		
13	APPROVE RELEASE	SOUTH CAROLINA		
14	APPROVE CORRECTION	SOUTH CAROLINA		
15	APPROVE REFORMATION	SOUTH CAROLINA		
16	APPROVE CONFIRMATION	SOUTH CAROLINA		
17	APPROVE CANCELLATION	SOUTH CAROLINA		
18	APPROVE REVOCATION	SOUTH CAROLINA		
19	APPROVE RESCINDMENT	SOUTH CAROLINA		
20	APPROVE ABANDONMENT	SOUTH CAROLINA		
21	APPROVE ACCEPTANCE	SOUTH CAROLINA		
22	APPROVE REFUSAL	SOUTH CAROLINA		
23	APPROVE WITHDRAWAL	SOUTH CAROLINA		
24	APPROVE COUNTERSIGNED	SOUTH CAROLINA		
25	APPROVE SIGNED	SOUTH CAROLINA		
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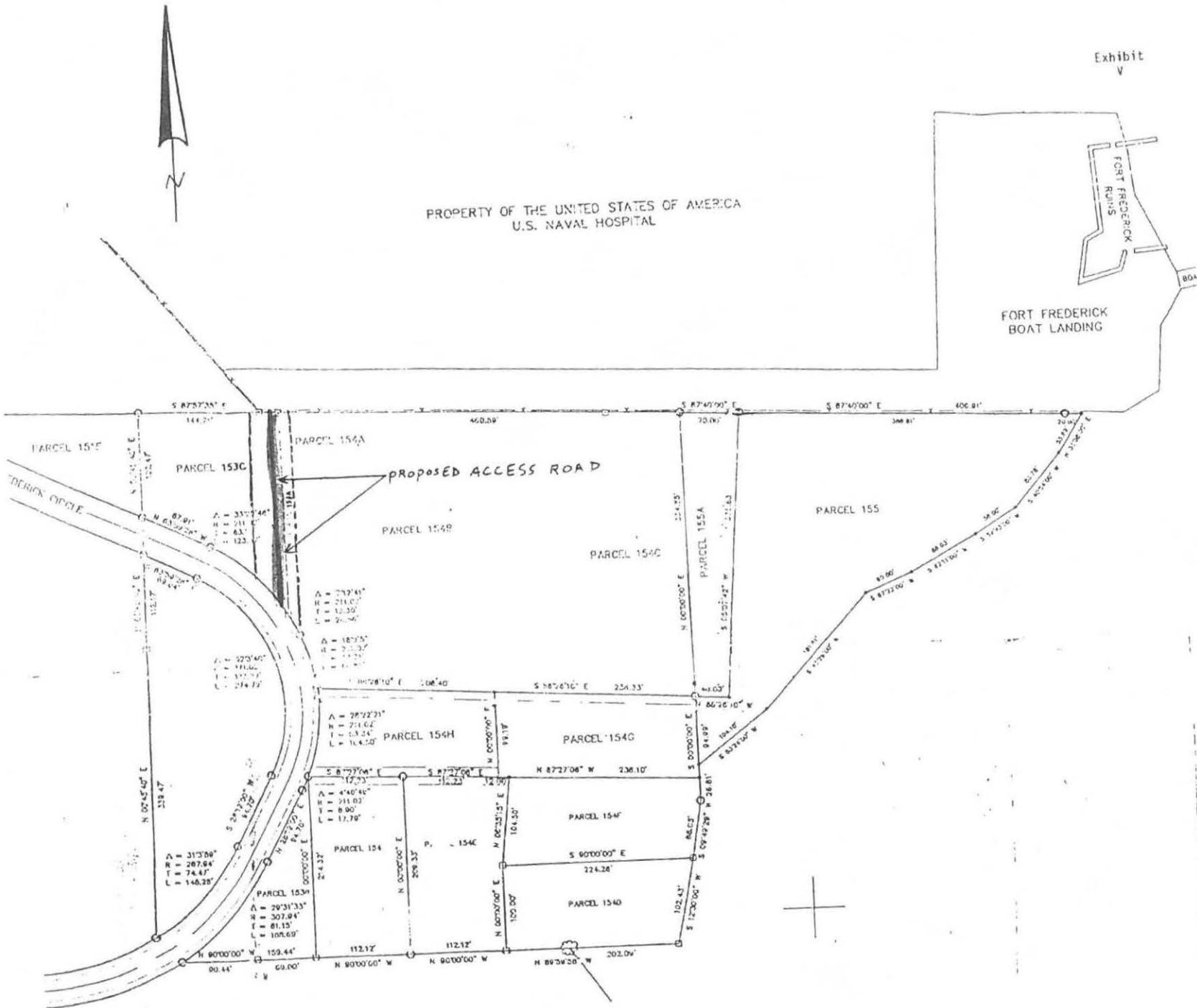


1864 Map Prepared for the United States Army, approved 26 May 1864 by Major James W. Albert, Chief of Engineers, Department of the South, U.S. Army

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

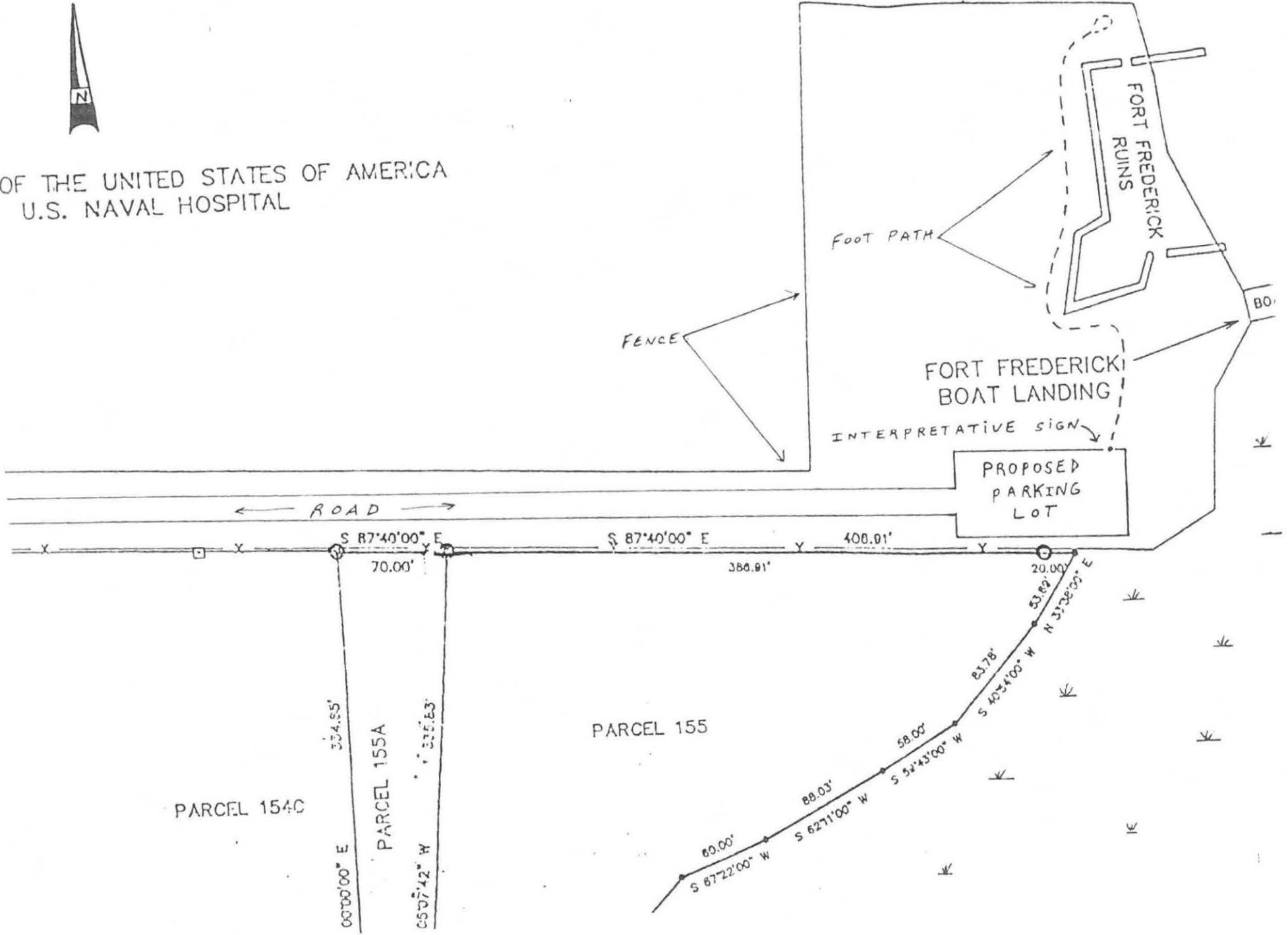


Exhibit C

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 7th 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 7th 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.

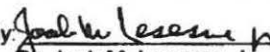

NOTARY PUBLIC

My commission expires:

Notary Public, Rockdale 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

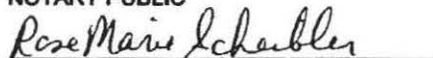
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 24th 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. Joel M. Lesesne, 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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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 30th 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 18th 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.

SCDNR Fort Frederick Heritage Preserve Management Plan

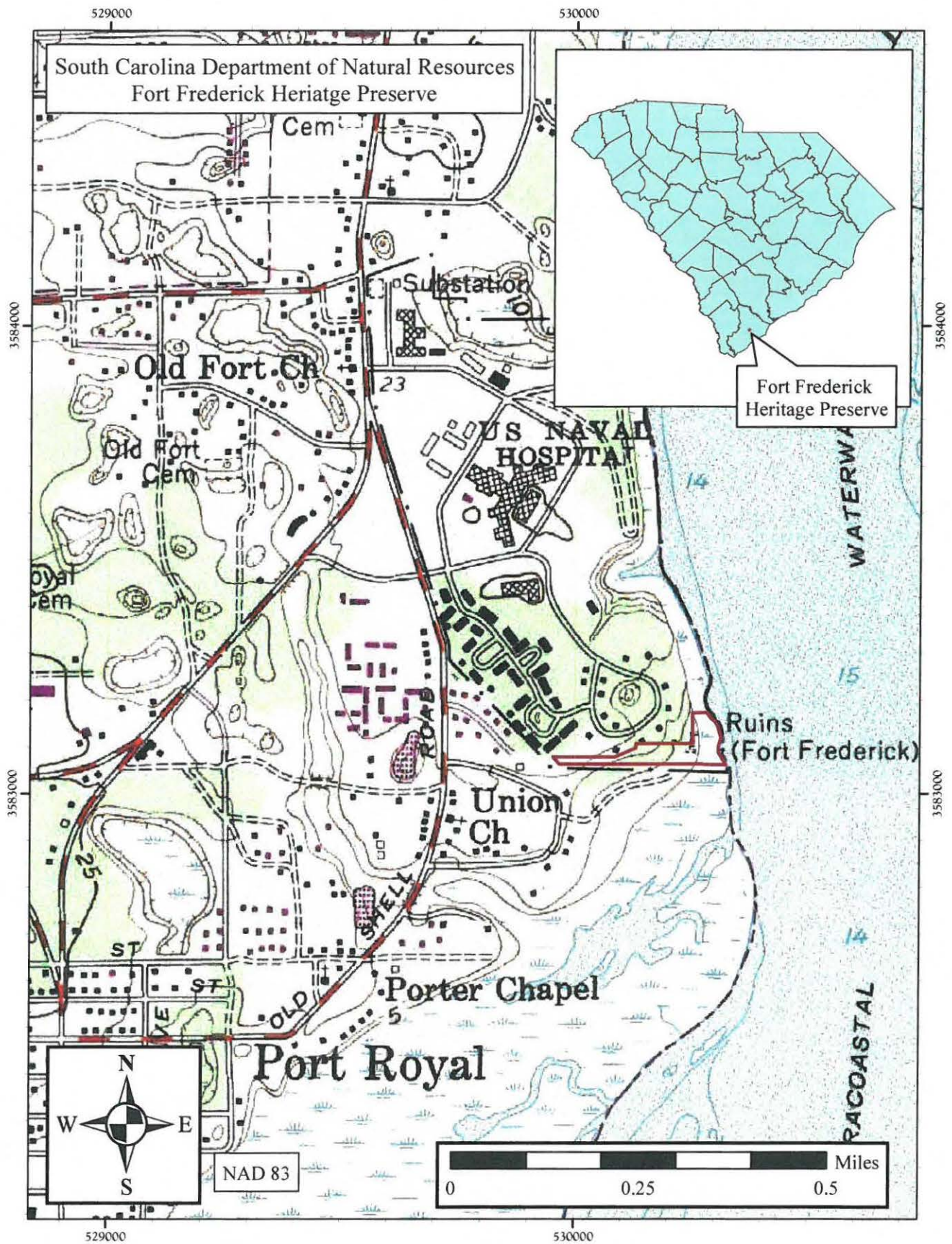


Figure 1. Fort Frederick Location

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.

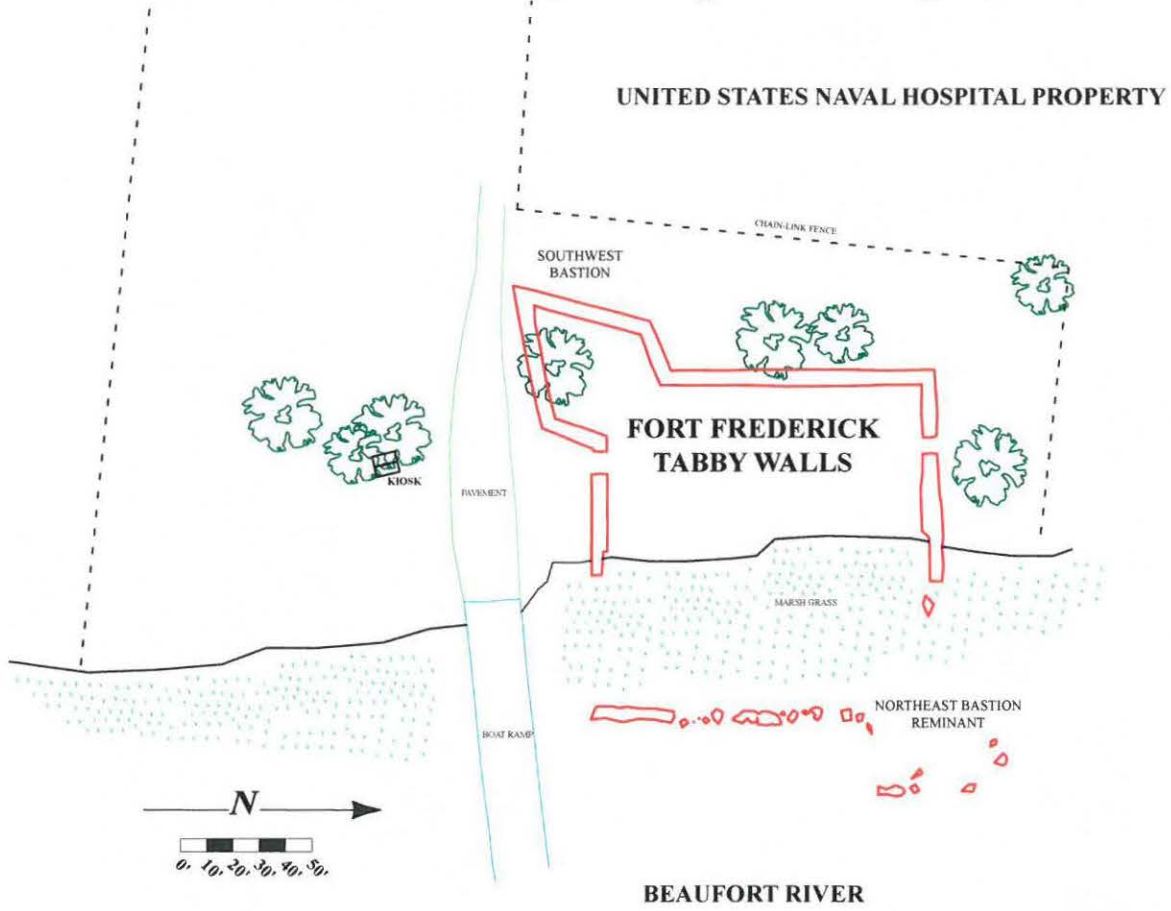


Figure 2. Fort Frederick Tabby Walls

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, 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 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

SCDNR Fort Frederick Heritage Preserve Management Plan

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 1st 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.

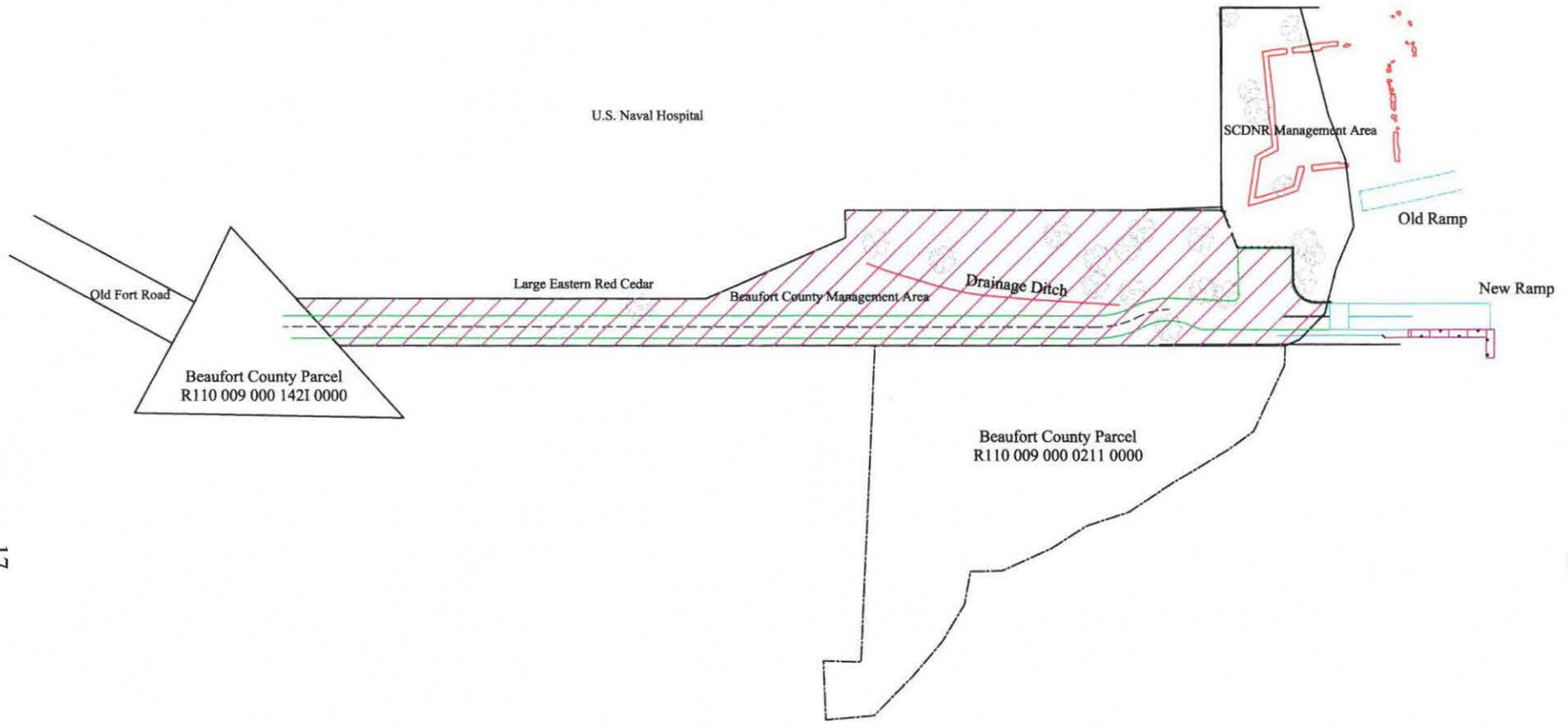


Figure 3. Fort Frederick Management Areas

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.

SCDNR Fort Frederick Heritage Preserve Management Plan

- 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.

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.

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))

WITNESS the hand and seal of the Grantor this _____ day of _____, 201

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY

Witness #1

BY: _____

NAME: _____

Witness #2

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, the undersigned notary public, do hereby certify that _____,
Beaufort County _____, personally appeared before me this day in
the presence of the above-named witnesses and acknowledged the due execution of the foregoing
instrument on behalf of Beaufort County.

Witness my hand and official seal this _____ day of _____, 201

Notary Public for South Carolina

My commission expires: _____



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Lost Hollow Business Park Rezoning - T4HCO to T2RC

Council Committee:

Meeting Date:

April 8, 2019

Committee Presenter (Name and Title):

Issues for Consideration:

Changing the zoning of R600 039 000 0204 0000, R600 039 000 0198 0000, R600 039 000 0186 0000, R600 039 000 0167 0000, R600 039 000 0853 0000, R600 039 000 0854 0000, R600 039 000 0855 0000, R600 039 000 0856 0000, R600 039 000 0857 0000, and R600 039 000 0858 0000 from T4HCO to T2RC.

Points to Consider:

This zoning amendment is tied to the recent County Council approval of the rezoning of R600 040 000 0448 0000, which Council gave third and final reading on March 25, 2019. The recommendation of staff, the Planning Commission and the Natural Resources Committee was that R300 040 000 0448 0000 should not be approved without an areawide rezoning of the parcels listed above.

Funding & Liability Factors:

None

Council Options:

Approve or disapprove

Recommendation:

Approve zoning change from T4HCO to T2RC



COUNTY COUNCIL OF BEAUFORT COUNTY
Community Development Department
Beaufort County Government Robert Smalls Complex
Administration Building, 100 Ribaut Road
Post Office Drawer 1228, Beaufort, South Carolina 29901-1228

TO: Beaufort County Council
FROM: Robert Merchant, AICP, Deputy Community Development Director
DATE: March 29, 2019
SUBJECT: **Lost Hollow Business Park Zoning Change from T4HCO (Hamlet Center Open) to T2RC (Rural Center)**

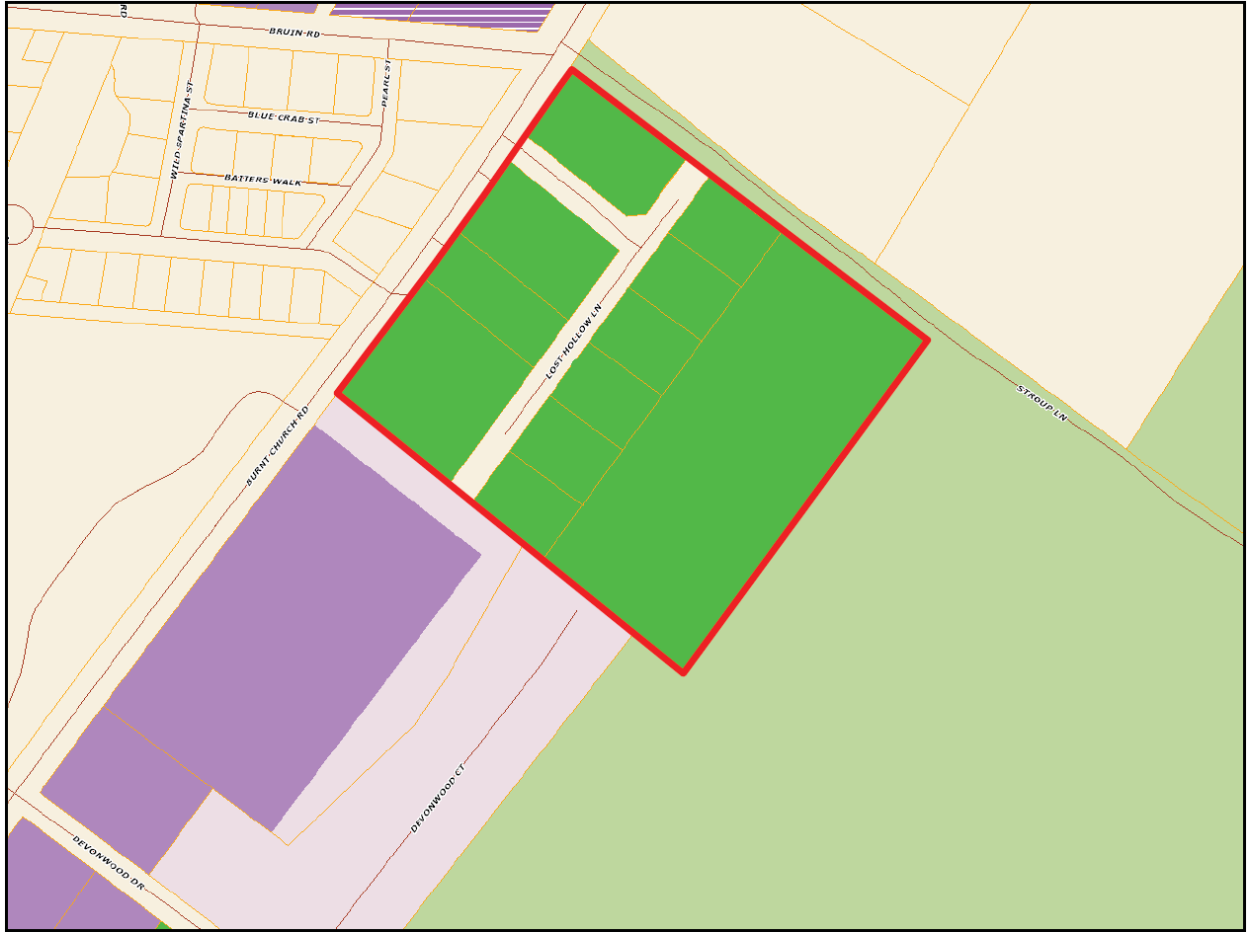
This proposed rezoning is tied to a recently approved rezoning of R600 040 000 0448 0000 from T3HN (Hamlet Neighborhood) to T2RC (Rural Center) titled the Stroup Lane Amendment (Nancy Howes, Applicant), that was approved by County Council on March 25, 2019.

Even though the Stroup Lane property was approved by County Council, the recommendation of Staff, the Planning Commission and the Natural Resources Committee was that this rezoning should not occur as a stand-alone item because it would constitute “spot zoning”. The recommendation was to only consider the rezoning of Nancy Howes property if it was part of an area-wide zoning amendment to T2 Rural Center that included Lost Hollow Business Park and Sabrina Square to better accommodate the operation and expansion of existing businesses in this area (see Map 1). Each of the property owners has been notified and, with one exception, has endorsed this change. The only property owner who has not actively endorsed this amendment is SCE&G who owns an electric substation on R600 039 000 0167 0000. The substation would not be affected by the zoning change. The affected parcels are as follows:

R600 039 000 0204 0000
R600 039 000 0198 0000
R600 039 000 0186 0000
R600 039 000 0167 0000
R600 039 000 0853 0000
R600 039 000 0854 0000
R600 039 000 0855 0000
R600 039 000 0856 0000
R600 039 000 0857 0000
R600 039 000 0858 0000

Recommended Action: Staff is requesting that County Council approve the rezoning of these parcels from T4HCO to T2RC to complete the original recommendation of the Stroup Lane zoning amendment from Staff, the Planning Commission and the Natural Resources Committee.

Map One: Proposed Area-wide Rezoning





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution for 2006 1 Cent Transportation Sales Tax Program Remaining Funds

Council Committee:

County Council

Meeting Date:

April 8, 2019

Committee Presenter (Name and Title):

Rob McFee, Division Director Construction, Engineering and Facilities

Issues for Consideration:

The original 10 Projects approved by the one (1%) percent Sales Tax Referendum approving the expenditure of One Hundred and Fifty-Two Million Dollars (\$152,000,000) of November 2006 are completed and a remainder of Two Million, Two Hundred and Seventy-Two Thousand Dollars (\$2,272,000) exists which needs to be programmed and expended on approved projects.

Points to Consider:

We ask that County Council authorizes the expenditure of the remaining 2006 1 Cent Transportation Sales Tax Funds on the following projects:

1. Remaining SCDOT oversight charges 2006 Program-- \$50,000.00
2. SC 170 casings for water and sewer-- \$200,000.00
3. US 278 Frontage Road—Buckwalter to St Gregory signal (per SCDOT permit)-- \$1, 400,000.00
4. US 278 Frontage Road—Forby Tract--\$600,000.00 Bluffton Parkway

Funding & Liability Factors:

Remaining 2006 1 Cent Transportation Sales Tax Funds

Council Options:

Authorize the Expenditure of the remaining funds.

Recommendation:

RESOLUTION 2019 / ____

A RESOLUTION AUTHORIZING THE EXPENDITURE OF THE REMAINING 2006 ONE PERCENT TRANSPORTATION SALES TAX FUNDS ON CERTAIN PROJECTS

WHEREAS, Beaufort County Council adopted a Sales Tax Ordinance on August 14, 2006 enumerating ten (10) projects to be funded for a total of One Hundred Fifty-Two Million Dollars (\$152,000,000); and

WHEREAS, a Referendum to approve the expenditure of One Hundred Fifty-Two Million Dollars (\$152,000,000) by implementation of a One Percent (1%) Sales Tax was held on November 2006; and

WHEREAS, the construction of the projects has been completed and a remainder of \$2,272,000.00 exists which needs to be programmed and expended on approved projects; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that County Council authorizes the expenditure of the remaining 2006 One Percent Transportation Sales Tax Funds on the following projects:

1. Remaining SCDOT oversight charges 2006 Program-- \$50,000.00
2. SC 170 casings for water and sewer-- \$200,000.00
3. US 278 Frontage Road—Buckwalter to St. Gregory signal (per SCDOT permit)-- \$1, 400,000.00
4. US 278 Frontage Road—Forby Tract--\$600,000.00Bluffton Parkway

Adopted this ____ day of _____ 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

Attest:

Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Impact Fee - Resolution

Council Committee:

Meeting Date:

April 8, 2019

Committee Presenter (Name and Title):

Eric Greenway, Community Development Director

Issues for Consideration:

Resolution to instruct the Beaufort County Planning Commission to begin a study for impact fees of new residential growth to benefit schools, public safety, and solid waste.

Points to Consider:

South Carolina State law requires the passage of resolution requesting that the Planning Commission complete this study

Funding & Liability Factors:

Council Options:

Approve or Deny Resolution

Recommendation:

Approve Resolution to move forward on the impact fee study process.

RESOLUTION 2019 / ____

A RESOLUTION DIRECTING THE BEAUFORT COUNTY PLANNING COMMISSION TO CONDUCT THE STUDIES RELATED TO THE IMPOSITION OF A DEVELOPMENT IMPACT FEE APPLICABLE WITHIN THE GEOGRAPHIC AREA OF BEAUFORT COUNTY ASSOCIATED WITH THE DEVELOPMENT IMPACT CONSIDERED NECESSARY AND PROPER FOR PUBLIC EDUCATION, PUBLIC SAFETY (INCLUDING EMS, SHERIFF'S DEPARTMENT AND DETENTION SERVICES) AND PUBLIC SERVICES SUCH AS SOLID WASTE FOR THE CITIZENS OF BEAUFORT COUNTY AND RECOMMEND A RESULTING IMPACT FEE ORDINANCE RELATED THERETO

WHEREAS Beaufort County, a body politic and political subdivision of the State of South Carolina (County), has adopted a comprehensive plan, as provided in Chapter 29 of Title 6, South Carolina Code of Laws; and,

WHEREAS as a Governmental Entity which has adopted a Comprehensive Plan, Beaufort County by and through its County Council is authorized by the South Carolina Development Impact Fee Act, S.C. Code Ann. Section 6-1-910, et seq. (Act), to initiate a process whereby its Beaufort County Planning Commission (Commission) may conduct studies and recommend an impact fee Ordinance, developed in accordance with the requirements of Title 6, Chapter 1, Article 9 (Development Impact Fees), South Carolina Code of Laws; and,

WHEREAS the County finds that the geographic area of Beaufort County has experienced and continues to experience rapid population growth and development which will continue or increase in the future; and

WHEREAS the County continues to experience the effects of direct impacts of this growth to the public facilities throughout the County and within the area comprising the Beaufort County Schools, Public Safety and Solid Waste; and

WHEREAS the current growth particularly in the southern portions of the county has resulted in a need to accommodate new students in grades K-12, the construction of new public safety facilities and additional facilities for solid waste disposal; and,

WHEREAS, the costs associated with the land acquisition, construction, and equipping of public facilities necessitated by that population growth are significant and expensive; and

WHEREAS the County finds that it is fair and equitable for new residential development resulting from population growth to fund, in whole or in part, as may be permitted by the Act, the cost of new public education facilities whose need will result from such new residential development; and,

WHEREAS the County finds that the on-going population growth requires consideration for an impact fee related to the public facilities within the Beaufort County including, but not limited to, schools, offices, classrooms, parking areas, playgrounds, libraries, cafeterias, gymnasiums, health and music rooms, computer and science laboratories, EMS station, solid waste facilities, detention centers, public safety offices and other facilities considered necessary for the proper services provided to the citizens with Beaufort County.

NOW THEREFORE BE IT RESOLVED BY THE BEAUFORT COUNTY COUNCIL DULY ASSEMBLED THAT:

1. The Beaufort County Planning Commission is hereby directed to conduct the required studies and recommend an impact fee ordinance in conformity with the South Carolina Development Impact Fee Act based upon the results of those studies;
2. The Beaufort County Planning Director or her designee(s) shall act as liaison(s) between the Beaufort County Planning Commission and Beaufort County Council and serve as the facilitator(s) with such County designated consultants, County personnel, and District Personnel who may be tasked to assist in the performance of the statutory requirements incident to the generation of the Impact Fee including, but not limited to, the performance of any required analysis and study; the generation of any required plans and reports; and, the structuring of the ultimate recommended Ordinance;
3. The County Administrator and all other appropriate officials and employees of the County are hereby authorized to execute, deliver and receive any other agreements and documents, and perform such tasks, as may be required by the County or Planning Commission in order to carry out, give effect to, and consummate the impact fee ordinance process authorized by this Resolution;
4. This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina;
5. This Resolution shall become effective immediately upon approval by the Beaufort County Council and is not intended to alter or modify and shall not be interpreted as altering or modifying currently existing impact fees and associated ordinances;
7. The provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
8. A copy of this resolution shall be delivered to the Beaufort County Planning Commission and the Beaufort County School District upon adoption.

Adopted this 25th day of March, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Interim Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Land Acquisition Proposal - Cleland Property (aka Okatie Connector)

Council Committee:

Natural Resources (March 18, 2019)

Meeting Date:

April 8, 2019 (County Council)

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

The repeal of the decision to approve the fee-simple acquisition of ~40 acres in Bluffton (Davis Road).

Points to Consider:

RCLP Board heard the proposal in May 2018. NRC heard the proposal in May 2018 and requested an updated appraisal. NRC heard the proposal again in August 2018 and recommended to Council. Council heard and approved the proposal in August 2018. Upon completion of due diligence in anticipation of closing, several issues surfaced that required further discussion and direction from Council. Issues that affect the decision include the miscommunication of acreage to purchase, an active cemetery, and environmental hazards identified in the Phase I Assessment. On March 18th, NRC recommended approval to rescind the original acquisition approval and to obtain an updated Letter of Intent and associated documents for reconsideration.

Funding & Liability Factors:

In August 2018, Council approved \$785,000 from the Rural and Critical Lands Preservation Program fund to acquire the property. This decision needs repealed based on recently discovered issues involving the adjustment of acreage and other liabilities.

Council Options:

1) Honor the original acquisition proposal, 2) Repeal the original acquisition proposal.

Recommendation:

Repeal the original acquisition approval and direct the County Administrator to obtain an updated Letter of Intent and associated documents for reconsideration.

GASQUE & ASSOCIATES INC.

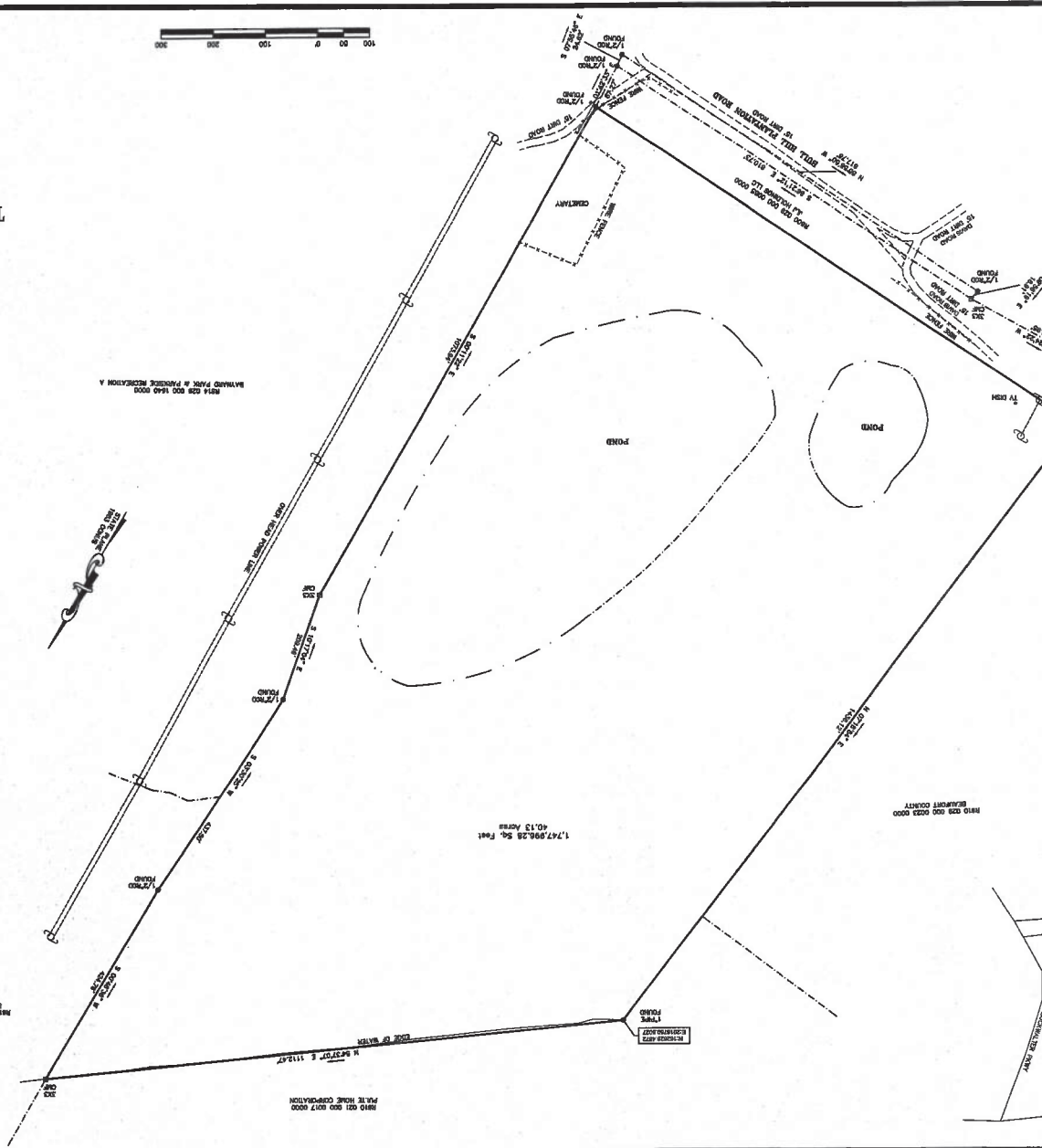
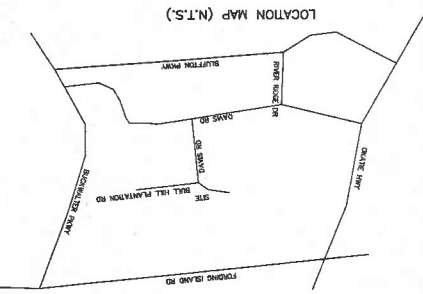
LAND SURVEYORS · PLANNERS
 28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 (843) 622-1788
 P.O. BOX 1363, BEAUFORT, S.C.

David E. Gasque, R.L.S.
 U.S. Registered Professional Surveyor

1. David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, hereby certifies that he has personally conducted a field inspection of the property shown on this plat and that the same is a true and correct representation of the actual conditions of the property as shown on the ground. This plat is based on the original survey of the property and is not a copy of a previous plat. The survey was conducted on 11/20/2018 and the plat was prepared on 11/20/2018. The survey was conducted in accordance with the provisions of the South Carolina Code of Laws, Title 26, Chapter 10, and the provisions of the South Carolina Rules of Professional Conduct. The survey was conducted in accordance with the provisions of the South Carolina Code of Laws, Title 26, Chapter 10, and the provisions of the South Carolina Rules of Professional Conduct. The survey was conducted in accordance with the provisions of the South Carolina Code of Laws, Title 26, Chapter 10, and the provisions of the South Carolina Rules of Professional Conduct.

- REFERENCES:**
1. T.M.S. 8100 029 000 0054 0000
 2. Plat by Richard Hesselring, Beaufort County R.L.C. Office, Plat Book 81, Page 114
 3. Plat by Richard Hesselring, Beaufort County R.L.C. Office, Plat Book 57, Page 138, Dated 6/2/98

- NOTES:**
1. THE SURVEY HEREON WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT AND THE SOUTH CAROLINA RULES OF PROFESSIONAL CONDUCT.
 2. THIS PLAT DOES NOT CERTIFY TO LOCAL MATTER.
 3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SOUTH CAROLINA SURVEYING ACT AND THE SOUTH CAROLINA RULES OF PROFESSIONAL CONDUCT.
 4. LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT GUARANTEED.
 5. THIS PLAT REPRESENTS A SURVEY BASED ON THE LATEST AVAILABLE INFORMATION ON HAND AT THE TIME OF THE SURVEY.
 6. THE CENTER LINE OF ANY ROAD OR HIGHWAY SHOWN ON THIS PLAT IS NOT GUARANTEED TO BE THE CENTER LINE OF ANY ROAD OR HIGHWAY.
 7. TO INVESTIGATE THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, THE SURVEYOR MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
 8. BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS INITIATED, THE SURVEYOR MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
 9. SURVEY SHOWN AS PER PLAT OF RECORD AND MUST BE CONSTRUCTION ON SUBJECT PROPERTY.
 10. THIS PROPERTY APPEARS TO BE IN FLOOD ZONE AS B-1400 AS DETERMINED BY FEMA. FLOOD ZONE MAP NUMBER 48022Z-0002-D, DATED 8/29/98 (EFFECTIVE DATE 11/24/92).



BOUNDARY SURVEY
 TAX PARCEL R600 029 000 0054 0000
 PREPARED FOR
 BEAUFORT COUNTY
 TOWN OF BLUFFTON
 BEAUFORT COUNTY SOUTH CAROLINA
 DATE 11/20/2018 SCALE 1"=100'

LEGEND OF SYMBOLS & ABBREVIATIONS

○	MANHOLE	○	MAIN VALVE MONUMENT
○	CLEAN OUT	○	MAIN VALVE MONUMENT
○	POWER POLE	○	MAIN VALVE MONUMENT
○	TELEPHONE PEDestal	○	MAIN VALVE MONUMENT
○	FIBER OPTIC STUB	○	MAIN VALVE MONUMENT
○	WATER VALVE	○	MAIN VALVE MONUMENT
○	BACK OF CURB	○	MAIN VALVE MONUMENT
○	LIGHTPOLE	○	MAIN VALVE MONUMENT
○	GAS LINE	○	MAIN VALVE MONUMENT
○	CENTER LINE	○	MAIN VALVE MONUMENT
○	CONTOUR LINE	○	MAIN VALVE MONUMENT





Cleland Acquisition Update



Background

- May 2018 – RCLP Board heard proposal and recommended to NRC
 - Proposal included 42.8 acres (main property (40ac) and access strip (2.8ac)) and \$40,000 cash donation for park improvements
 - LOA presented was not signed by land owner

- May 2018 – NRC heard proposal and requested an updated appraisal

- August 2018 – NRC heard proposal and recommended to Council
 - George R. Owen appraised the main 40 acre property at \$925,000 (does not include the 2.8 acre access strip)

- August 2018 – Council heard proposal and approved acquisition in the amount of \$785,000
 - No written approval or agreement from the landowner was provided



Background

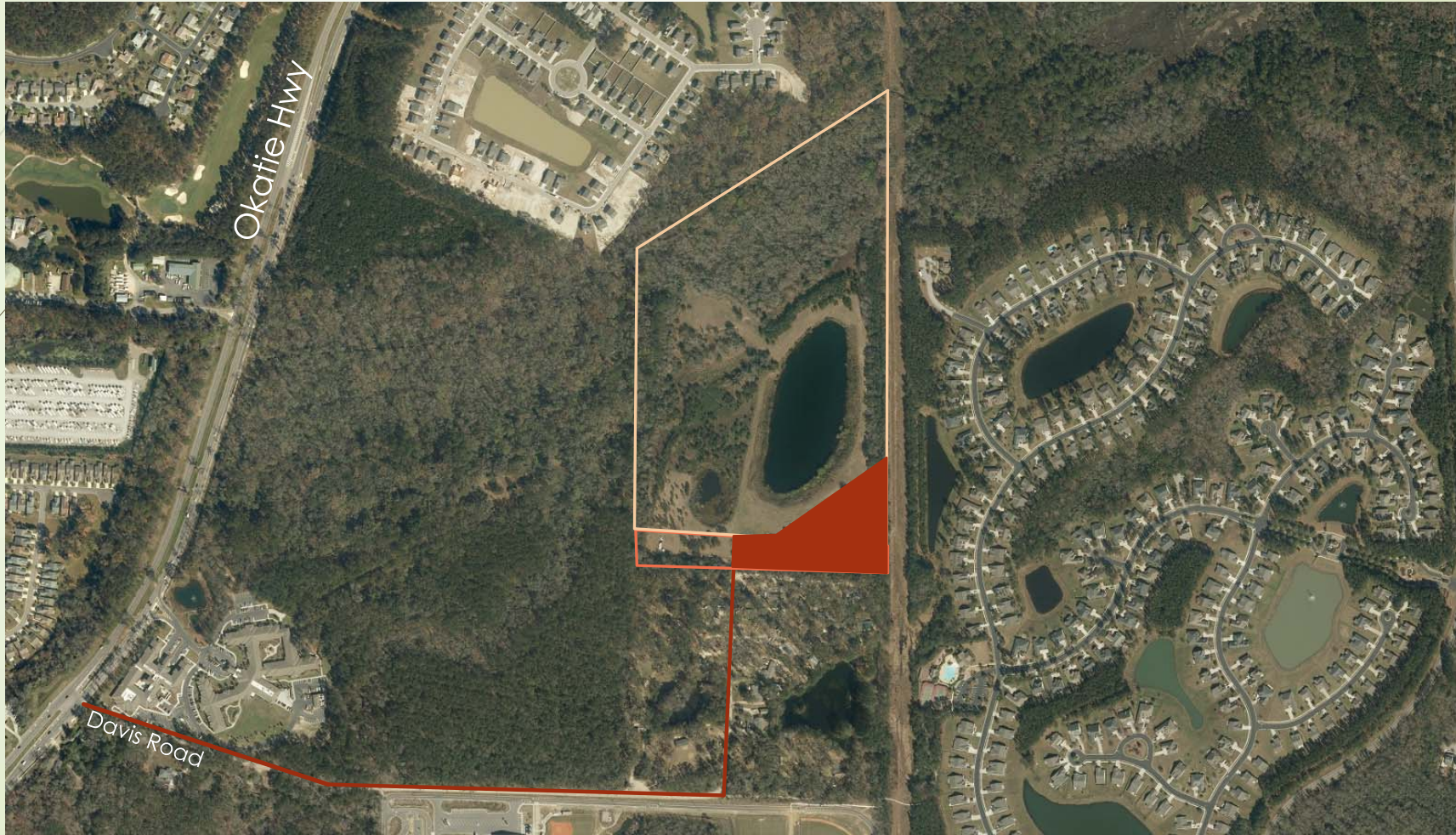
- November 2018 – Plat draft created
 - Cemetery located in southeast corner of property (activity as recent as 2016)
 - 2.8 acre access strip not included
 - Legal access to property is unclear
- February 2019 – Phase I Environmental Assessment completed
 - Completed on the main 40 acre parcel (does not include the 2.8 acre access strip)
 - Recommends further assessment of the property based on SCDHEC compliance violations data gaps and likely presence/storage of potentially hazardous materials during past property use



Considerations

- ▶ No written and signed agreement from the landowner
- ▶ Active, not historic, cemetery
- ▶ 2.8 acre access strip not included during due diligence
- ▶ Phase I EA recommends a Phase II EA

Recommendation





NRC Recommendation:

Rescind the original acquisition approval and direct staff to obtain a new letter of intent and associated documentation.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Resolution to Support F-35 Lightning II Program / MCAS Beaufort Air Show

Council Committee:

Council Meeting

Meeting Date:

04-08-2019

Committee Presenter (Name and Title):

Councilman Sommerville

Issues for Consideration:

To recognize the importance of the F-35 Lightning II Program to the United States of America, to South Carolina and to Beaufort County that it embrace and support the F-35 Lightning II Program and will encourage congressional support for full funding of the F-35 Lightning II Joint Strike Fighter Program.

Points to Consider:

Funding & Liability Factors:

Council Options:

Recommendation:

To adopt the resolution and forward to South Carolina's Congressional Delegation.

RESOLUTION 2019 / __

**A RESOLUTION CALLING FOR FULL FUNDING OF THE F-35 LIGHTNING II,
AND ACKNOWLEDGING THE 5TH GENERATION FIGHTER'S IMPORTANCE
TO BEAUFORT COUNTY, THE STATE OF SOUTH CAROLINA, AND
AMERICA'S NATIONAL SECURITY**

WHEREAS, protecting America's national security and preserving our freedoms are important values of all patriotic South Carolinians;

WHEREAS, the F-35 is the only 5th Generation fighter in the world and is flown by America and America's closest allies;

WHEREAS, the F-35 Lightning II provides is critical support to the United States Air Force, Marine Corps and Navy;

WHEREAS, through global partnerships, the F-35 offers unprecedented capabilities and support to America's strongest allies across the globe;

WHEREAS, MCAS Beaufort plays a significant role in the F-35 program, providing invaluable training for pilots and those maintain the F-35B;

WHEREAS, South Carolina looks forward to the likely basing of F-35s at McEntire Joint National Guard Base and Shaw Air Force Base;

WHEREAS, U.S. Marine Corps and pilots from Italy and the United Kingdom are trained at the Pilot Training facility at Marine Corps Air Station Beaufort;

WHEREAS, the Pilot Training Center is equipped with cutting-edge technology such as electronic classrooms and six high-fidelity full mission simulators, which prepare pilots for the first flight through mission rehearsals; and

WHEREAS, pilots trained at MCAS Beaufort have flown some of the first combat missions in the F-35B;

WHEREAS, increasing the number of F-35s at MCAS Beaufort also increases the local economic impact of the F-35 in Beaufort County;

WHEREAS, today there are 26 F-35Bs stationed at Marine Corps Air Station (MCAS) Beaufort and 29 are expected by 2020; and

WHEREAS, Beaufort eventually will be home to a total of 70 F-35Bs, a total of 4 squadrons; and

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council hereby recognizes the importance of the F-35 Lightning II Program to the United States of America,

to South Carolina and to Beaufort County that it embraces and supports the F-35 Lightning II Program and encourages congressional support for full funding of the F-35 Lightning II Joint Strike Fighter Program.

BE IT FURTHER RESOLVED, that this Resolution shall be forwarded to South Carolina's Congressional Delegation to demonstrate and express that Beaufort County Council holds Lockheed Martin and the F-35 Lightning II Program in high regard and recognizes their importance to our national security and economic growth, nationally and locally, to both South Carolina and Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

ATTEST:

Sarah W. Brock, Interim Clerk to Council



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Request to Purchase Three new ADA Vans from State Contract for Beaufort County Disabilities and Special Needs Department

Council Committee:

n/a - Regular County Council Meeting

Meeting Date:

April 8, 2019 (referred to full Council due to cancelation of April 15 Community Services Committee meeting)

Committee Presenter (Name and Title):

Beth Cody, Fiscal Manager Disabilities & Special Needs

Issues for Consideration:

To approve or disapprove the purchase of three ADA vans to help ensure safe and appropriate transportation for DSN consumers.

Points to Consider:

- Two vans are requested to accommodate program growth.
- One van is requested to replace another that has been declared unsafe and unrepairable by First Vehicle Services.

Funding & Liability Factors:

- Beaufort County DSN has an available fund balance of \$5.6 million as of 3/25/19 to cover the cost.

Council Options:

Approve or disapprove the purchase.

Recommendation:

Approve the contract award to purchase three ADA vans for a total cost of \$155,635.00.



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: Council Chairman Stu Rodman
FROM: David L Thomas, CPPO, Purchasing Director
SUBJ: State Contract Purchase
Request to Purchase Three New ADA Vans from State Contract for Department of Disabilities and Special Needs (DSN)
DATE: 04/08/2019

BACKGROUND:

The Beaufort County Disabilities and Special Needs (DSN) Department would like to purchase three new Ford Transit conversion vans from Ilderton Conversion Company, a State contract vendor (#4400019979). Two vans are needed to accommodate program growth. One is a replacement for vehicle #23309. That van was repaired a number of times and First Vehicle Services declared that it could not be repaired and was unsafe. Two 148" wheelbase vans are for the Adult Employment (Day) Program. These two vans are designed for up to ten passengers and two wheelchairs and have a higher roof and dual rear wheels. The third van will be a 130" wheelbase van to be shared between the Supervised Living Program (SLP) and Day Programs. This van is designed for up to seven passengers and one wheelchair. Increased engine size and heavier frame are needed due to the weight of the large powered wheelchairs. The backup cameras, L-track and Qstraint wheelchair restraints are necessary safety features. DSN's vehicles travel long distances daily, often on unpaved roads, which contributes to constant wear and repairs. The DSN Department requests to purchase these vans in support of its desire to help ensure safe and appropriate transportation for its consumers.

VENDOR INFORMATION:

Ilderton Conversion Company, High Point, NC
(2) 2018 Ford Transit T350 High Roof 148" U4X conversion including 3 keys, tax, increased engine size, back up camera and wheelchair restraints

Ilderton Conversion Company, High Point, NC
(1) 2018 Ford Transit T150 130" WB K1C including 3 keys, tax, increased engine size, back up camera and wheelchair restraint

COST:

\$110,720

\$ 44,915

\$155,635

FUNDING:

Account # 24420011-54000 DSN Adult Employment Services Program - Vehicle Purchases
Account # 24430011-54000 DSN Supervised Living Program (SLP) -Vehicle Purchases

Disabilities and Special Needs has an available fund balance in the amount of \$5.6 million as of 3/25/2019.

Funding approved: Yes By: aholland Date: 03/25/2019

FOR ACTION: Regular County Council meeting occurring April 8, 2019.

RECOMMENDATION:

Staff recommends that County Council approve the contract award to purchase three ADA vans for a total cost of \$155,635.

Attachment:  DSN ADA Vans.pdf
225.13 KB

cc: John Weaver, Interim County Administrator

Approved: Yes Date: 03/27/2019

Check to override approval: Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes Date: 03/25/2019

Monica Spells, Assistant County Administrator, Civic Engager

Approved: Yes Date: 03/27/2019

Check to override approval: Overridden by:

Override Date:

ready for admin:

William Love, Director, Disabilities and Special Needs Division

Approved: Yes Date: 03/25/2019

Check to override approval: Overridden by:

Override Date:

ready for admin:

After Initial Submission, Use the Save and Close Buttons

Prescott, Vicki

From: Brent Horner <bhorner@ilderton.com>
Sent: Wednesday, March 13, 2019 1:43 PM
To: Geitner, Terrence
Cc: Prescott, Vicki
Subject: Re: Updates & Inquiries
Attachments: 350 Extended.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Terrence-

Here are the answers to your questions.

1. Yes, Ilderton Conversions (Contract# 4400019979 Vendor# 7000145179) is on the SC state contract with our T150 Transit, and all other Transit models are available as an upgrade as listed on the contract.
2. Yes, the price listed is the final cost with no additional fees, however, I was notified that the upfit for this vehicle only requires 1 Shoulder Strap Anchor Point and 1 Oval Pockets for Lap/Shoulder Belt Attachment, so I deducted \$1,137 from the total cost bringing the final cost to \$55,360. I have attached the revised and final quote that has been approved from our production manager.
3. Yes, the van is ADA compliant.
4. Yes, the 350 Extended Transit has the dual rear wheels.
5. The van's floor plan is what Vicki requested- full conversion, three person bench seating, two 2 person flip and folds on driver side, two 1 person flip and folds on passenger side, two sets of Qstraint wheelchair stations.
6. The van should be ready in three weeks, or less. Depending on when you provide the purchase order and when the van is ready for delivery, I may be out of the country on my honeymoon. I'll make sure Christopher assists while I'm gone.

Please let me know if you have any other questions.

Thanks and looking forward to this opportunity!

Brent

701 South Main Street
P.O. Box 350
High Point, NC 27260

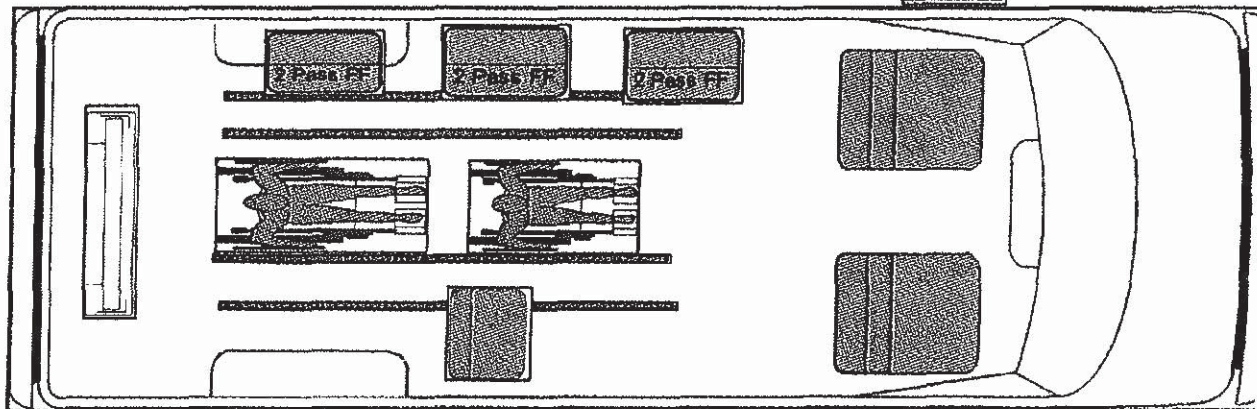
ILDERTON

Conversion & Company

www.ildertonvans.com/commercial.htm

Commercial Van Sales
Ph: (336)822-8709
Fax: (336)887-4043

			ADA SPECIAL PURPOSE BUILT VEHICLE		3/20/2019
Customer	Gail Brown	Beaufort, SC DSNB			
Address	100 Clear Water Way				
C & S					
Phone	843-255-6299				



QTY		UNIT PRICE	EXT PRICE
1	2018 FORD TRANSIT T150 130" WB K1C	\$26,515	\$26,515.00
1	SYNERGY FLOOR/PLYWOOD SUBFLOOR/LONSEAL VYNL COVERING	\$5,907	\$4,355.00
1	FORD FACTORY HVAC TRIM PACKAGE		FACTORY
4	L TRACK INSTALLED IN FLOOR FULL LENGTH OF UNIT	\$199	\$797.00
1	BRAUN CENTURY 1000LB/INSTALL KIT/INTERLOCK SAFETY SYSTEM	\$4,615	\$4,615.00
1	DRIVER SIDE STEP	\$755	\$755.00
1	PASSENGER SIDE STEP	\$903	\$903.00
1	STROBE LIGHT	\$250	\$250.00
3	TWO PERSON FLIP AND FOLD SEAT W/INTEGRATED SEAT BELT	\$948	\$2,844.00
1	SINGLE PERSON RIGID SEAT W/INTEGRATED SEAT BELT	\$600	\$600.00
1	SHOULDER STRAP ANCHOR POINT(3 DRIVER SIDE & 2 PASSENGER SIDE)	\$686	\$686.00
1	OVAL POCKETS FOR LAP/SHOULDER BELT ATTACH(3 DRIVER SIDE & 2 PASS)	\$451	\$451.00
2	SEAT BELT EXTENDERS	\$25	\$50.00
1	BACK UP/REVERSE CAMERA		FACTORY
1	REROUTE OEM INSTALLED FLOOR DUCTING ALONG DRIVER SIDE WALL	\$611	\$611.00
1	RELOCATE SPARE TIRE LET DOWN	\$170	\$170.00
2	STAINLESS STEEL GRAB BAR @ PASSENGER SIDE SLIDING DOOR	\$176	\$352.00
1	SAFETY PKG (FIRE EXTINGUISHER/FLARE KIT/FIRST AID KIT/BELT CUTTER	\$161	\$161.00
	SUB TOTAL		\$44,115.00
	AVAIALBE OPTIONS:		
0	PRE-WIRE FOR CAMERAS	\$1,800	\$0.00
0	PRE-WIRE FOR W/CAMERAS	\$3,500	\$0.00

0	SINGLE PERSON RIGID SEAT W/INTEGRATED SEAT BELT	\$550	\$0.00
1	QRT WHEELCHAIR RESTRAINT SYSTEM W/LAP & SHOULDER BELT	\$418	INCLUDED
0	ADDITIONAL WHEELCHAIR STATION	\$750	\$0.00
0	5 YEARS 100,000 EXTENDED WARRANTY	\$2,500	\$0.00
OPTIONS TOTAL			\$0.00



BUILT ON TRUST
 BUILT ON DIVERSITY

Delivery Fee \$300
SC tax \$500
Total Cost \$44,915
 We agree to the listed price
SIGNATURE

701 South Main Street
P.O. Box 350
High Point, NC 27260

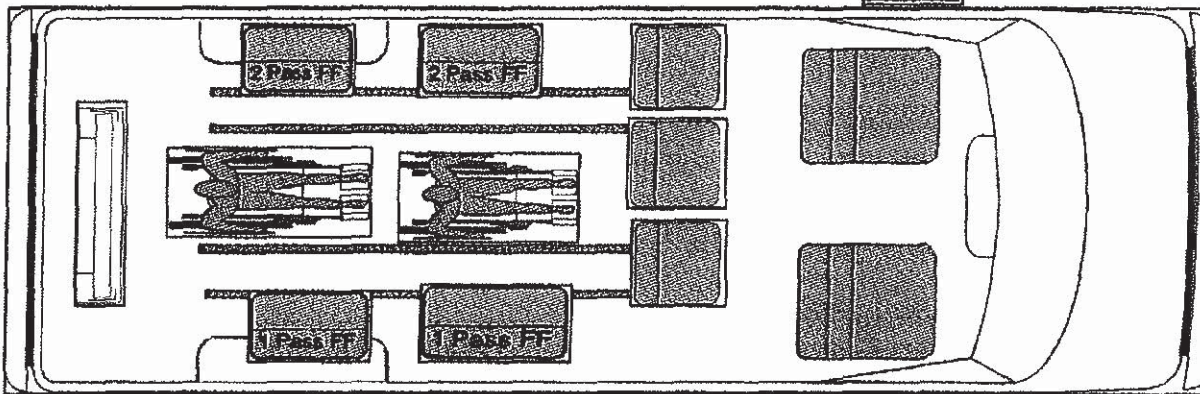
ILDERTON

Conversion & Company

www.ildertonvans.com/commercial.htm

Commercial Van Sales
Ph: (336)822-8709
Fax: (336)887-4043

			ADA SPECIAL PURPOSE BUILT VEHICLE		3/13/2019
Customer	Vicki Prescott	Beaufort DSNB			
Address	100 Clear Water Way Beaufort, SC 29906				
C & S					
Phone	843-255-6300				



QTY		UNIT PRICE	EXT PRICE
1	2018 FORD TRANSIT T350 High Roof 148" U4X	\$35,000	\$35,000.00
1	SYNERGY FLOOR/PLYWOOD SUBFLOOR/LONSEAL VYNL COVERING	\$5,907	\$5,907.00
1	FORD FACTORY HVAC XL TRIM PACKAGE		Factory
4	L TRACK INSTALLED IN FLOOR FULL LENGTH OF UNIT	\$199.25	\$797.00
1	BRAUN CENTURY 1000LB/INSTALL KIT/INTERLOCK SAFETY SYSTEM	\$4,615	\$4,615.00
1	DRIVER SIDE STEP	\$755	\$755.00
1	PASSENGER SIDE STEP	\$903	\$903.00
1	STROBE LIGHT	\$250	\$250.00
1	FACTORY BENCH SEAT		Factory
2	TWO PERSON FLIP AND FOLD SEAT W/INTEGRATED SEAT BELT	\$948	\$1,896.00
2	SINGLE PERSON FLIP AND FOLD	\$769	\$1,538.00
1	SHOULDER STRAP ANHOR POINT(3 DRIVER SIDE & 2 PASSENGER SIDE)	\$686	\$686.00
1	OVAL POCKETS FOR LAP/SHOULDER BELT ATTACH(3 DRIVER SIDE & 2 PASS)	\$451	\$451.00
0	BUS SYLE ENTRY DOOR	\$0.00	\$0.00
2	SEAT BELT EXTENDERS	\$25	\$50.00
1	BACK UP/REVERSE CAMERA		Factory
1	REROUTE OEM INSTALLED FLOOR DUCTING ALONG DRIVER SIDE WALL	\$611	\$611.00
1	RELOCATE SPARE TIRE LET DOWN	\$170	\$170.00
2	STAINLESS STEEL GRAB BAR @ PASSENGER SIDE SLIDING DOOR	\$176	\$352.00
1	SAFETY PKG (FIRE EXTINGUISHER/FLARE KIT/FIRST AID KIT/BELT CUTTER	\$161	\$161.00
		SUB TOTAL	\$54,142.00
	AVAIALBE OPTIONS:		

	PRE-WIRE FOR CAMERAS	\$1,800	\$0.00
	PRE-WIRE FOR W/CAMERAS	\$3,500	\$0.00
	SINGLE PERSON RIGID SEAT W/INTEGRATED SEAT BELT	\$550	\$0.00
1	QRT WHEELCHAIR RESTRAINT SYSTEM W/LAP & SHOULDER BELT	\$418	\$418.00
	ADDITIONAL WHEELCHAIR STATION	\$750	\$0.00
	5 YEARS 100,000 EXTENDED WARRANTY	\$2,500	\$0.00
		OPTIONS TOTAL	\$418.00



BUILT ON TRUST
MILES OF DIVIDENDABILITY

Delivery Fee \$300
SC tax \$500
Total Cost \$55,360
 We agree to the listed price
SIGNATURE

Purpose Built ADA Vehicle

Optional Vendor

<u>Contract Number:</u>	4400019979	<u>Contractor:</u>	Ilderton Conversion LLC
<u>Initial Contract Term:</u>	11/27/18 – 10/31/19	<u>Address:</u>	PO Box 350 High Point, NC 27260
<u>Contract Rollover Dates:</u>			
<u>Order Cutoff Date:</u>		<u>Vendor #:</u>	7000145179
<u>Manufacturer:</u>	Ford/TransitWorks	<u>Contact:</u>	Odell McBride
<u>Model:</u>	T-150 Transit	<u>Email:</u>	omcbride@ilderton.com
<u>Commodity Code:</u>	55640	<u>Telephone:</u>	(336) 822-8709
<u>Delivery:</u>	60 days ARO	<u>Fax:</u>	(336) 887-4043

BASE PRICE = \$44,115.00

* Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Chassis GVWR Upgrade - One level above standard spec	\$4,930.00
Raised Roof with Double Leaf Passenger Entrance Door (see spec)	\$9,877.00
Flip and Fold Away Seat (per seat)	\$979.00

