

COUNTY COUNCIL OF BEAUFORT COUNTY
 ADMINISTRATION BUILDING
 BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
 100 RIBAUT ROAD
 POST OFFICE DRAWER 1228
 BEAUFORT, SOUTH CAROLINA 29901-1228
 TELEPHONE: (843) 255-2180
 www.bcgov.net

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 COUNTY ADMINISTRATOR

SARAH W. BROCK
 INTERIM CLERK TO COUNCIL

AGENDA
 COUNTY COUNCIL OF BEAUFORT COUNTY
 REGULAR SESSION
 Monday, April 22, 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 Joseph Passiment**
3. **Approval of Agenda**
4. **Proclamation**
 - A. Screen - Free Week, April 29, 2019 – May 5, 2019
 - B. Penn Center Circle Week, April 21, 2019 – April 27, 2019
5. **Presentations**
 - A. **Coosa Elementary School K-Kids Club/** Presenting a check to Councilman Passiment for the Beaufort County Animal Campus.
6. **Citizen Comments** *[See Clerk to Council for sign-in prior to meeting. Speakers shall limit comments to three minutes.]*
7. **Consent Agenda**
 - A. **Approval of Minutes**
 1. April 8, 2019 Caucus (backup)
 2. April 8, 2019 Regular Session (backup)
 - B. **Appointments and Reappointments to Boards and Commissions**

Recommendations Finance Committee, April 2019

1. Board of Assessment Appeals
 - a. Appointment – Wayne B. Corley
 - b. Appointment – Kenneth Joy



Recommendations Executive Committee, March 2019

1. Airports Board
 - a. Appointment – Raymond Ambrose

C. Third reading of an ordinance approving the lease of Duncan Farms / (backup)

Councilwoman Howard

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*

1. Consideration of third and final reading on April 22, 2019
2. Second reading and approval on April 8, 2019 / Vote 11:0
3. Public Hearing on April 8, 2019
4. First reading approved on March 25, 2019 / Vote 10:0
5. Natural Resources Committee recommended approval on February 18, 2019 / Vote 7:0

D. Third reading of an ordinance approving a lease of Marshside Mamas / (backup)

Councilman Flewelling

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*

1. Consideration of third and final reading April 22, 2019
2. Second reading approved on April 8, 2019 / Vote 11:0
3. Public hearing held on April 8, 2019
4. First reading approved on March 25, 2019 / Vote 10:0
5. Public Facilities Committee recommended approval on March 4, 2019 / Vote 9:0

8. Non-Consent Agenda

A. Public hearing regarding an ordinance for the Jenkins Island right-of-way acquisition / Councilman Flewelling (backup)

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*

1. Public hearing on April 22, 2019
2. Consideration of second reading on April 22, 2019
3. First reading approved on April 8, 2019 / Vote 11:0
4. Public Facilities Committee recommended approval on March 4, 2019 / Vote 9:0

B. Public hearing and second reading of an ordinance to enter into a lease agreement with SCDNR for the management of the Fort Fredrick Heritage Preserve / (backup)

Councilman Flewelling

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*

1. Public hearing on April 22, 2019
2. Consideration of second reading on April 22, 2019
3. First reading approved on April 8, 2019 / Vote 11:0
4. Public Facilities Committee recommended approval on March 4, 2019 / Vote 9:0

- C. Public hearing and second 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)** / Councilwoman Howard
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*
1. Public hearing on April 22, 2019
 2. Consideration of second reading on April 22, 2019
 3. First reading approved on April 8, 2019 / Vote 11:0
 4. Natural Resources Committee recommended approval on January 22 , 2019 ******(Actual date was Februaru 18, 2019)
- D. A resolution adopting of the Lady’s Island Plan** / (backup)
Councilwoman Howard
Resolution Title: *A resolution adopting the Lady’s Island Plan.*
1. Consideration of adoption on April 22, 2019
 2. Natural Resources Committee recommended adoption on January 22, 2019 / Vote 8:0
- E. First reading of an ordinance to enter into a lease agreement between the County and City of Beaufort for the use, maintenance, and management of Whitehall Park** /
Councilman Flewelling
Ordinance Title: *An ordinance authorizing the county administrator to execute a thirty (30) year lease agreement with the city of beaufort for whitehall park*
1. Consideration of first reading on April 22, 2019
 2. Public Hearing – Monday, May 13, 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 April 1, 2019 / Vote 11:0
- F. First reading of an ordinance granting an access easement to Duncan Farms** / (backup)
Councilman Flewelling
Ordinance Title: *An ordinance authorizing the execution and delivery of an Access Easement encumbering property owned by Beaufort County and known as a portion of Duncan Farms*
4. Consideration of first reading on April 22, 2019
 5. Public Hearing – Monday, May 13, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
 6. Public Facilities Committee recommended approval on April 1, 2019 / Vote 11:0
- G. First reading of an ordinance authorizing the issuance and sale of general obligation bonds in the amount of \$11.275 million** / Councilman Passiment
Ordinance Title: *An ordinance authorizing the issuance and sale of general obligation Bonds, series 2019b, or such other appropriate series designation, of Beaufort County, South Carolina, in the principal amount of not to exceed \$11,275,000; fixing the form And details of the bonds; authorizing the Interim County Administrator or his lawfully-authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto.*
1. Consideration of first reading on April 22, 2019

2. Public Hearing – Monday, May 13, 2019, 6:00 p.m., in the Council Chambers of the Administration Building, Beaufort County Government Robert Smalls Complex, 100 Ribaut Road, Beaufort
3. Finance Committee recommended approval on April 1, 2019 / Vote 10:0

H. A resolution authorizing the County Administrator to execute documents for the purchase of 75 Confederate Avenue, Bluffton / Councilwoman Howard (backup)

Resolution Title: *A Resolution Authorizing the County Administrator to Execute Any and All Necessary Documents for the Purchase of 75 Confederate Avenue, Bluffton, SC for Use as a Future Passive Park*

1. Consideration of adoption on April 22, 2019
2. Natural Resources Committee recommended adoption on February 18, 2019 / Vote 6:0

I. A resolution supporting the Passive Parks Program for public access and passive recreation / Stefanie Nagid, Passive Parks Manager (backup)

Resolution Title: *A Resolution to Support the Passive Parks Program*

1. Consideration of adoption on April 22, 2019
2. Resolution considered and did not pass on March 25, 2019 / Vote 5:5
3. Natural Resources Committee recommended adoption on February 18, 2019 / Vote 6:0

9. Discussion and Action Items

A. Matters Arising out of Executive Session

B. Committee Reports (next meeting)

Prior Meetings

1. Finance Committee Workshop (April 10, 2019)
2. Finance Committee (April 22, 2019)

Upcoming Meetings

3. Finance Committee Workshop (April 29, 2019)
4. Finance Committee (May 6, 2019)
5. Public Facilities (May 6, 2019)
6. Executive Committee (May 13, 2019)

10. Citizen Comments

11. Adjournment

**MINUTES
COUNTY COUNCIL OF BEAUFORT COUNTY
CAUCUS**

April 8, 2019

ECR, Administrative Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

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 Hervocho, Mark Lawson, Lawrence McElynn, Alice Howard, Gerald Dawson, and Joe Passiment.

Call to Order

Chairman Rodman called the meeting to order at 5:01 p.m.

Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

Approval of Agenda

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

Citizen Comments

There were no comments.

Executive Session

It was moved by Mr. Flewelling, seconded by Mr. Passiment to go immediately into executive session for a discussion regarding potential litigation regarding the Old Federal Courthouse. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mr. Glover, Mr. Hervocho, Mrs. Howard, Mr. Lawson, Mr. McElynn, Mr. Passiment, Mr. Rodman, Mr. Dawson, and Mr. Sommerville. The motion passed.

It was moved by Mr. Passiment, seconded by Mr. Hervochoch to come out of executive session. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mrs. Howard, Mr. McElynn, Mr. Passiment, Mr. Lawson, Mr. Rodman, Mr. Glover, Mr. Hervochoch, Mr. Dawson, and Mr. Sommerville. The motion passed.

It was moved by Mr. Sommerville, seconded by Mr. Flewelling to allow the county to move forward with the recommendations and ideas discussed by council in executive session. The vote: YEAS: Mr. Covert, Mr. Flewelling, Mrs. Howard, Mr. McElynn, Mr. Passiment, Mr. Lawson, Mr. Rodman, Mr. Glover, Mr. Hervochoch, Mr. Dawson, and Mr. Sommerville. The motion passed.

Caucus

Amend agenda to add five contracts associated with airport construction.

Amend the second reading

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**

April 8, 2019

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

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 Chris Hervochon, York Glover, Alice Howard, Joe Passiment, Michael Covert, Brian Flewelling, Mark Lawson, Lawrence McElynn and Gerald Dawson.

Call to Order

Chairman Rodman called the meeting to order at 6:01 p.m.

Pledge of Allegiance and Invocation – Councilman Michael Covert

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

Approval of Agenda

Mr. Weaver requested five time sensitive contracts pertaining to Talbert and Bright, our airport consultants, be added to the agenda.

It was moved by Mr. Passiment, seconded by Mr. Flewelling that Council approve the addition of five contracts pertaining to Airport Consultants, Talbert and Bright. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

Chairman Rodman stated agenda item six (6) G, a resolution authorizing the expenditure of the remaining 2006 One Cent Transportation sales tax funds, is to be remanded back to the Public Facilities Committee for further review.

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, Mr. Dawson, and Mr. Lawson. The motion passed.

Citizen Comments

No citizen comments were made.

Consent Agenda

A. Approval of Minutes

1. March 25, 2019 Caucus
2. March 25, 2019 Regular Session

B. Recommendations Executive Committee, March 2019

1. Airport Board
 - a. Appointment – Chris Butler

C. Recommendations Public Facilities Committee, April 2019

2. County Transportation Committee
 - b. Appointment – James Becker

D. Third 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*

E. 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

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*

F. 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

Ordinance Title: *An Ordinance Authorizing the Issuance and Sale of a Not To Exceed \$1,000,000 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.*

It was moved by Mr. Flewelling, seconded by Mr. Covert that Council approve the consent agenda consisting of the March 25, 2019 caucus and regular session minutes as well as agenda items B - D. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

Added Agenda Item

A. Approval of Talbert, Bright and Ellington Work Authorization’s for projects 2119-1809, 2119-1901, 2119-1902, 2119-1904, and 2119-1802 Amendment 1

Mr. Weaver stated all above referenced contracts have been approved unanimously by the appropriate committee.

It was moved by Mr. Flewelling, seconded by Mr. Covert that council approve the above mentioned items. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

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

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

Christopher S. Inglese, Deputy Beaufort County Attorney, spoke as to the specific changes being requested for section 14:33, Running at large to include “*or allow in any way whether intentionally or unintentionally.*”

It was moved by Mr. McElynn, seconded by Mr. Flewelling that council adopt the changes in Section 14-33, Running at large, to now include “or allow in any way whether intentionally or unintentionally” as suggested by the County Attorney. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

B. Public hearing and second reading of an 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*

C. Public hearing and second 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*

Chairman Rodman opened the floor for public hearings on the above three items regarding an amendment to the Beaufort County Code of Ordinances, Section 14:33, 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 as well as the second reading of 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. No one came forward

It was moved by Mr. Covert, seconded by Mr. Flewelling to approve the above three items as amended. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

D. First reading of an ordinance for the Jenkins Island right-of-way acquisition

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

It was moved by Mr. Flewelling, seconded by Mr. Hervochon to approve the first reading of 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. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

E. First reading of an ordinance to enter into a lease agreement with SCDNR for the management of the Fort Fredrick Heritage Preserve

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

It was moved by Mr. Flewelling, seconded by Mrs. Howard that council approve first reading of 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. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

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)

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

It was moved by Mr. Covert, seconded by Mr. Flewelling to approve first reading of an ordinance approving text amendments to the Beaufort County Code of Ordinances, Lost Hollow Business Park Zoning Change from T4HCO (Hamlet Center Open) to T2RC (Rural Center) and change June 8, 2018 to January 22, 2019. The vote: YEAS: Mr. Hervochon, Mr.

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

G. 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

Resolution Title: *A Resolution Authorizing the Beaufort County Planning Commission to begin a study for impact fees associated with growth to benefit schools, public safety, and solid waste*

It was moved by Mr. Sommerville, seconded by Mr. Dawson to adopt 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. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

H. 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

Resolution Title: *A Resolution authorizing the Interim County Administrator to renegotiate the purchase terms and conditions for reconsideration*

Stefanie Nagid, Passive Parks Manager, spoke as to the reasoning behind requesting the repeal and took questions from council.

Mr. Lawson expressed his concern with backing out of the aforementioned contract.

It was moved by Mr. Covert, seconded by Mr. Flewelling to adopt 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. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, and Mr. Dawson. NEAS: Mr. Lawson. The resolution passed.

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

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*

It was moved by Mr. Flewelling, seconded by Mr. Covert to approve 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. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr.

Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The resolution passed.

Discussion and Action Items

A. Discussion / Purchase three new ADA vans from state contract for Beaufort County Disabilities and Special Needs Department Contract

It was moved by Mr. Flewelling, seconded by Mr. Glover to approve the purchase of three new ADA vans from state contract for Beaufort County Disabilities and Special Needs Department. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

B. Committee Reports

Finance Committee, Chairman Joe Passiment

- The committee voted unanimously to fund the restoration of the Paige Point Cemetery using the County Administrator's discretionary funds.
- The committee voted unanimously to establish additional Finance Committee workshops to discuss various budget presentations.

Those dates are:

April 3rd (Solicitor)

April 10th (recommendations to the full council for the Sheriff's budget and the Solicitor's budget), April 15th (Fire District budget),

April 22nd (multiple agencies)

April 29th.

- Finance Chair Passiment contacted the former Board of Assessment Appeals in order to fill the six vacancies on the Board of Assessment Appeals. So far two former members have indicated that they are willing to serve.
- An ordinance deleting section 2-402 establishment of an Internal Audit unit and inserting section 2-402 establishment of the Audit Committee will be brought back to the Finance Committee at a future meeting.

Executive Committee, Chairman Stu Rodman

- Executive Committee meeting on March 25th and the primary discussion was on the ten (10) primary goals for county council.

Citizen Comments

Thomas J. Keaveny II, County Attorney, recognized John Weaver, the Interim County Administrator, for all the work he has done during his time here.

Adjournment

It was moved by Mr. Passiment, seconded by Mr. McElynn to adjourn. The vote: YEAS: Mr. Hervochon, Mr. Glover, Mrs. Howard, Mr. Passiment, Mr. Sommerville, Mr. Rodman, Mr. McElynn, Mr. Flewelling, Mr. Covert, Mr. Dawson, and Mr. Lawson. The motion passed.

The meeting adjourned at 6:38 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:

Lady's Island Plan 2018

Council Committee:

County Council

Meeting Date:

April 22, 2019

Committee Presenter (Name and Title):

Robert Merchant, AICP

Issues for Consideration:

The plan summarizes the results of a broad-based community planning process for Lady's Island. It was developed through a collaborative effort between Beaufort County, the City of Beaufort, the Town of Port Royal, multiple community organizations, advocacy groups, and many citizens. This plan includes a summary of the forces and trends influencing the island, a vision that reflects the values of the community, guidelines for new development, recommendations for managing growth relative to infrastructure, and actions needed to make the plan a reality.

Points to Consider:

Some highlights of the Plan's recommendations include (1) Reducing density when sewer is not available to no more than one dwelling unit to two acres; (2) Developing policies to limit fill dirt on low-lying properties; (3) Developing a sea level rise overlay zone that, at a minimum, would require disclosure when real estate is transferred in low-lying areas; (4) Modifying the growth boundary to limit the footprint of urban and suburban growth; (5) Improving the transportation network by implementing the recommendations of the Lady's Island Corridor Study; and (6) Increasing civic engagement.

Funding & Liability Factors:

None

Council Options:

Approve or Deny Approval

Recommendation:

Staff recommends approval.

MEMORANDUM

To: Beaufort County Council
From: Robert Merchant, AICP, Deputy Director, Community Development Department
Subject: Lady's Island Plan
Date: April 5, 2019

The Community Development Department is requesting that County Council consider adopting the Lady's Island Plan. The plan summarizes the results of a broad-based community planning process for Lady's Island. It was developed through a collaborative effort between Beaufort County, the City of Beaufort, the Town of Port Royal, multiple community organizations, advocacy groups, and many citizens. This plan includes a summary of the forces and trends influencing the island, a vision that reflects the values of the community, guidelines for new development, recommendations for managing growth relative to infrastructure, and actions needed to make the plan a reality. The plan can be viewed at the following address:

<https://ladysislandplan.wordpress.com/>

The Plan began the formal adoption phase in December 2018. The plan has been reviewed by the following entities:

- Metropolitan Planning Commission – December 17, 2018
- Beaufort County Planning Commission – January 7, 2019
- Lady's Island Business and Professional Association (LIPBA) – January 8, 2019
- Sea Island Corridor Coalition – Jan 14, 2019
- Natural Resources Committee of Beaufort County Council – January 22, 2019
- Beaufort City Council (Work Session) – January 22 and 29, 2019
- Beaufort County Chamber of Commerce – January 24, 2019
- Town of Port Royal – March 6, 2019
- Northern Beaufort County Regional Plan Implementation Committee – March 22, 2019

As a result of this review process, several edits have been made to the Plan to address concerns brought forward by the Natural Resources Committee of County Council and by Beaufort City Council. They are as follows.

- **Airport Runway Extension:** Both City and County expressed concern about language opposing any future extension of the runway at Lady's Island Airport. Staff consulted with the Beaufort County Airports Department and the edits have been incorporated into the plan.
- **Growth Boundaries:** City Council expressed some concerns about the plan's recommendation to move the growth boundary. In the northern part of the island, they were concerned that the plan did not adequately address the existence of suburban developments located in the area of Lady's Island characterized as Rural. In the Eustis Community, the City was concerned that moving the growth boundary to the eastern boundary of the Walmart site would create a perpetual "donut hole" between the Walmart site and Distant Island (currently in the City's jurisdiction). This issue was resolved by clearly delineating the suburban developments currently located in the rural parts of

the island; and by changing the prioritization of implementation actions to address limiting fill dirt and considering a sea level rise overlay zone prior to addressing the growth boundary.

- **Sea Level Rise:** The City expressed an interest in having the plan recommend a Sea Level Rise Overlay Zone where disclosure would be required when property is sold in low-lying areas. The plan was revised to add this as a growth management action item.
- **Economic Reuse of Commercial Properties:** City Council expressed concern about the Economic Reuse recommendation on Page 85. They felt that no incentives were needed to attract businesses that would otherwise locate here if market conditions warranted it. This was addressed by deleting last sentence that reads “explore a variety of economic incentives to attract developers to these underutilized properties.
- **Additional Growth Management Strategies:** City expressed concern about our growth management strategies not going far enough. The Lady’s Island Steering Committee agreed that language promoting the use of land purchases and purchase of conservation easements to preserve rural land and reduce development potential could be strengthened in the plan. The Steering Committee recommended elevating this to a major growth management recommendation.
- **Lady’s Island Community Preservation Committee:** The City expressed concern that utilizing the Lady’s Island CP Committee would create an additional level of bureaucracy and that the Committee was not best suited to implement the Lady’s Island Plan. This was addressed by stating in the Plan that the City’s utilization of committee for rezonings, annexations and large developments would be voluntary. Also, implementation of the plan would be administered by a subcommittee of the Northern Beaufort County Plan Implementation Committee.
- **Transportation Project Prioritization:** The plan calls for improvements to the intersection of Ribaut Road and Lady’s Island Drive (at the foot of the McTeer Bridge). The Northern Beaufort County Plan Implementation Committee requested that this improvement be given a higher prioritization in the Plan.
- **Residential Development without Public Sewer:** The Natural Resources Committee of County Council requested that the plan be modified to require new developments that do not access public sewer to have a maximum density of 1 dwelling unit per 2 acres. This revision was made in the plan.
- **Typos and Wordsmithing:** Several instances of awkward wording and typos were brought to the attention of staff during the review of the plan by the Natural Resources Committee and by City Council.

A RESOLUTION OF BEAUFORT COUNTY COUNCIL CONCERNING THE ADOPTION OF THE LADY'S
ISLAND PLAN

WHEREAS, Beaufort County and the City of Beaufort recognize that growth, traffic congestion, natural resource protection, and quality of life issues have created the need to plan jointly for Lady's Island; and

WHEREAS, Beaufort County, the City of Beaufort, the Town of Port Royal, community organizations, and local citizens engaged in a twelve month planning process; and

WHEREAS, the planning process actively engaged the public through multiple public meetings and citizen surveys; and

WHEREAS, the Lady's Island Plan has been reviewed and recommended for adoption by the Lady's Island Steering Committee and the Northern Beaufort County Regional Plan Implementation Committee; and

WHEREAS, the Lady's Island Plan contains within it a multitude of recommendations which will necessitate cooperation and a proactive implementation framework; and

WHEREAS, Beaufort County Council wishes to maintain its leadership role in this vitally important collaborative effort, and for this reason is moving forward with implementation of the recommendations, with the expectation that the Municipalities will match the County in a commitment toward that objective.

NOW, THEREFORE, BE IT RESOLVED, that Beaufort County Council concurs with the findings and recommendations of the Lady's Island Plan by adopting the Plan in the following manner:

1. Beaufort County Council supports the establishment of the Lady's Island Subcommittee of the Northern Beaufort County Regional Plan Implementation Committee to oversee the implementation of the Lady's Island Plan;
2. Beaufort County Council commits to working jointly with Beaufort City Council and the Northern Beaufort County Plan Implementation Committee to address the growth management implementation actions of the Lady's Island Plan;
3. Beaufort County Council commits to public engagement during the design phase of the proposed transportation improvements on Lady's Island funded by the Capital Projects Sales Tax; and
4. The recommendations of this plan will be incorporated into the Beaufort County Comprehensive Plan the next time that it is updated.

AND IT IS SO RESOLVED THIS _____ DAY OF APRIL 2019.

Stewart H. Rodman, Chairman

ATTEST:

Clerk to Council

REVIEWED BY:

County Attorney



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

County-City Whitehall Lease Agreement

Council Committee:

Public Facilities

Meeting Date:

April 1, 2019

Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

Issues for Consideration:

A lease agreement between the County and City of Beaufort for the use, maintenance, and management of Whitehall Park.

Points to Consider:

1) City of Beaufort approved the lease in September 2018. 2) The property was acquired by the County in December 2018. 3) The City will maintain the property.

Funding & Liability Factors:

None.

Council Options:

1) Approve the lease agreement as written, 2) Approve the lease agreement with edits, or 3) Do not approve the lease agreement.

Recommendation:

Approve the lease agreement as written.

ORDINANCE 2019 / ____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE
A THIRTY (30) YEAR LEASE AGREEMENT WITH THE CITY OF BEAUFORT FOR
WHITEHALL PARK**

WHEREAS, Beaufort County (“County”) owns property located in the City of Beaufort, South Carolina known as Whitehall Park (“Property”); and

WHEREAS, on September 19, 2018 the City of Beaufort (“City”) approved the lease agreement for Whitehall Park; and

WHEREAS, on September 24, 2018 the County Council unanimously approved the purchase for Whitehall Park and to lease the Property to the City of Beaufort; and

WHEREAS, The County and the City will enter into a lease agreement for the use, management, and maintenance of the Property for an initial term of thirty (30) years, with automatic annual renewals, beginning June 1, 2019; and

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

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council that the County Administrator is hereby authorized to execute a thirty (30) year lease agreement with the City of Beaufort for the use, management, and maintenance of Whitehall Park, hereto and incorporated herein as fully as if repeated verbatim.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny II, County Attorney

ATTEST:

Sarah Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

LEASE AGREEMENT
WHITEHALL PARK

This Lease Agreement is entered into this _____, day of _____, 2019, by and between Beaufort County (“Lessor”) and the City of Beaufort, a South Carolina Municipal Corporation (“Lessee”);

WHEREAS, Lessor acquired the Whitehall property (“Property”) located in the City of Beaufort, and more fully described on Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book 3709 at Page 1708; and

WHEREAS, Lessor entered into a long-term Conservation Easement (“Easement”) on the Property with the Beaufort County Open Land Trust (BCOLT) on October 23, 2018; and

WHEREAS, the Lessor and Lessee wish to enter into this Agreement, which is subject to all terms and conditions of the Easement set forth herein, to provide for the management, maintenance, and operation of the Property; and

WHEREAS, restrictions and limitations imposed by the Property’s Easement require the Lessor to have a perpetual interest and control over the Property and that the Property be used for passive park and conservation purposes; and

WHEREAS, Lessor and Lessee agree on the definition of passive recreation as recreation requiring little or no physical exertion focusing on the enjoyment of one’s natural surroundings, and that the promotion and development of natural resource-based activities such as fishing, hiking, walking, bicycling, nature studies, etc., shall be the predominate measure for passive park utilization. Lessor and Lessee will mutually agree on the conceptual planning, design, location, and implementation of passive park recreational activities and opportunities on the Property. Lessee agrees to maintain the condition of the Property, and any assets and facilities (including custodial services) that are agreed to be placed in the park, in the condition that they are in at the time the park is open to the public. All other improvements will need to have a funding source provided, that may or may not come from the Lessee and will be based on the planned improvement plan as described in Section 4.

NOW THEREFORE, for and in consideration of the annual payment of One Dollar (\$1.00), the sufficiency of which consideration is hereby acknowledged and approved, LESSOR does hereby lease to LESSEE, the Property, more particularly described in Exhibit A attached hereto, under the terms and conditions set forth below:

1. TERM: The initial term of this lease shall be thirty (30) years commencing from the date of execution of this Lease Agreement. Thereafter, this Lease Agreement will automatically renew annually, unless terminated as described in Section 8 or by mutual agreement of the parties.

2. ASSIGNMENT OR SUB-LEASE: Lessee shall not assign or sublet the leased

premises without the prior written approval of Lessor. This will not prevent Lessee from renting some or all of the Property for special events as discussed in Section 5.

3. ACCESSIBILITY: The Property shall be available and open to the public upon completion of installation of infrastructure as mutually agreed to by the parties. Thereafter, the park hours of operation shall be from dawn to dusk Monday through Sunday. Exceptions may be approved by the Lessee. There will be no fees for access or for parking and parking shall be limited to park users only during park open hours.
4. IMPROVEMENTS: Lessor and Lessee shall participate in the development of a conceptual master plan. The process will include at least one public workshop hosted by the Lessor and the Lessee. Lessor and Lessee shall, thereafter, agree upon an improvement plan for the Property and the necessary funding of said plan. The improvement plan may be phased. The plan may be amended by mutual agreement of the parties. Lessee shall not build, erect or construct any permanent improvement upon the leased premises without the prior written approval of the Lessor. All improvements shall become the property of Lessor upon termination of lease.
5. USE: Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain (other than tree maintenance as set forth below) manage, and use the leased premises as a public passive park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-passive park purposes (i.e. special events) without providing advanced notice to the Lessor. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be for park maintenance, management, and operations purposes only (including costs incurred by hosting the event). Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the entire leased premises without the prior written approval of Lessor. It is clearly understood by the Lessee and the Lessor that events like weddings, birthday parties, and other normal events similar to the events held in the Henry Chambers Park, excluding major community festivals, will be handled by the Lessee without advising or obtaining approval from the Lessor and will be properly managed to protect the assets of the park.

Lessor agrees to provide consulting services of the staff arborist (Natural Resource Planner). These services are limited to tree inspection, recommendation of regularly planned tree maintenance/removal and recommendation on needed maintenance to preserve diseased trees or resolve safety issues. This does not include tree trimming and pruning services.

BCOLT agrees to provide tree maintenance services on the Property, as per the recommendations of the Beaufort County Natural Resource Planner and in accordance with generally recognized standards of the profession.

6. UTILITIES: The cost of all utilities, equipment, maintenance for grounds and facilities, assessments and fees shall be the sole responsibility of the Lessee, unless otherwise agreed to by Lessor by an amended lease.
7. INSURANCE: The Lessee shall carry and pay the premium for premises liability insurance in the same amount, and of the same nature and type as if it carries and pays for on all other public parks and recreational facilities which it leases or has an ownership interest in.
8. DEFAULT: Failure of Lessee to maintain and use the Property as a public passive park shall constitute default of this Agreement. Upon default has occurred, Lessor shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the City Manager. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Lessor the right to terminate this Agreement, and the Property shall revert to the Lessor.

In the event of termination, Lessor shall have the right to any funds, improvements, or other non-fixtures on or related to the Property which is not otherwise titled to the Lessee.

WITNESS our hands and seals this _____ day of _____, 2019.

SIGNED AND SEALED IN THE
PRESENCE OF:

BEAUFORT COUNTY

1ST Witness

BY: _____
Name: John L. Weaver
Title: Interim County Administrator

2nd Witness

THE CITY OF BEAUFORT

1st Witness

BY: _____
Name: Bill Prokop
Title: City Manager

2nd Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named _____, appearing and acting as the _____ of **Beaufort County**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2019

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named _____, appearing and acting as the _____ of the **City of Beaufort**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2019

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Duncan Farms Access Easement

Council Committee:

Public Facilities

Meeting Date: April

April 1, 2019

Committee Presenter (Name and Title):

Eric Larson, Director, Environmental Engineering & Land Management; Dave Wilhelm, Public Works Director; Stefanie Nagid, Passive Parks Manager

Issues for Consideration:

Granting of a 30' access easement to Duncan Farms L.P.

Points to Consider:

Beaufort County purchased a +/- 77 acre parcel located on the south side of Washington Farm Road in 2015 from Duncan Farms L.P. The original plan for this property was for a shooting range. Included as part of the agreement with Duncan Farms was for the County to build a new dirt road to provide access to a parcel owned by Duncan Farms that is located behind the front parcel purchased by the County. The plan for the shooting range was abandoned and the County is now considering a lease agreement for the property. Rather than build a new road, Duncan Farms has agreed to continue to use the existing dirt road to access their property. This proposed access easement will save the County money by eliminating the need to build a new road using County resources.

Funding & Liability Factors:

No funding necessary.

Council Options:

Grant an access easement or direct Public Works to build a new access road.

Recommendation:

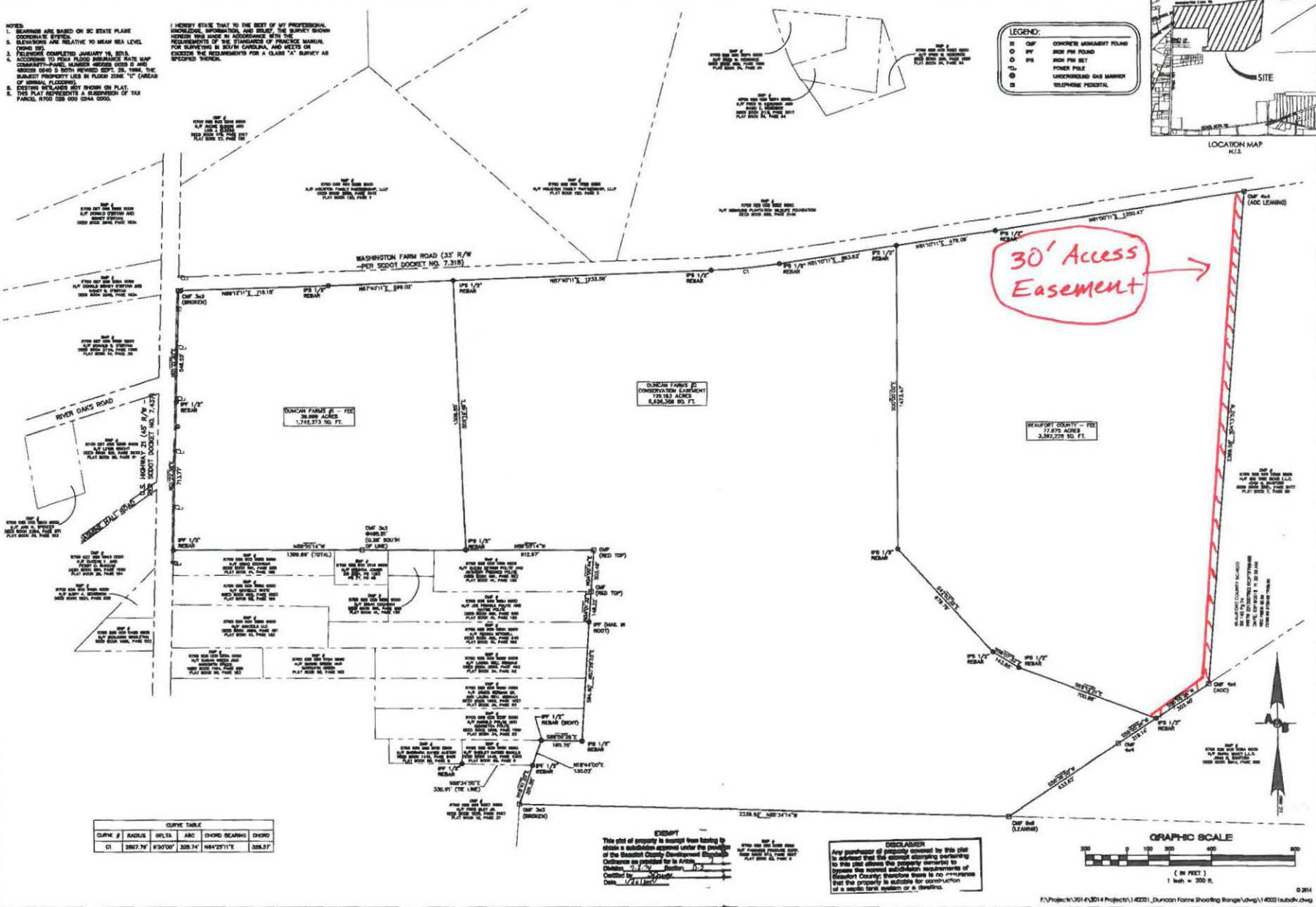
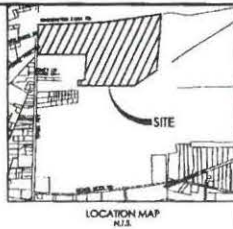
Grant the access easement

- NOTES:
1. BEARINGS ARE BASED ON SC STATE PLANE COORDINATE SYSTEM.
 2. ELEVATIONS ARE RELATIVE TO MEAN SEA LEVEL CORNG DATUM.
 3. FIELDWORK COMPLETED JANUARY 16, 2014.
 4. ACCORDING TO FLOOD PLAIN INSURANCE RATE MAP COMMUNITY-FLOOD HAZARD ZONES (FIRM) AND FLOOD ZONE 5 IS BOTH REVEALED ZONE "A" AND SUBJECT PROPERTY LIES IN FLOOD ZONE "C" (AREAS OF MINIMAL FLOODING).
 5. ELEVATION RELEVANCE NOT SHOWN ON PLAN.
 6. THIS PLAN REPRESENTS A SUBDIVISION OF THE PARCEL #700 028 000 0244 0000.

I, HENRY STALE, BEING TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS REVEALED THEREON.

LEGEND:

- CONCRETE MONUMENT FOUND
- IRON PIPE FOUND
- IRON PIPE SET
- POWER POLE
- UNRECORDED GAS MAIN
- TELEPHONE POSTAL



CURVE TABLE

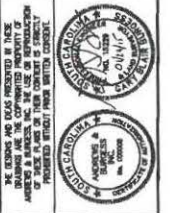
CURVE #	RADIUS	DELTA	ARC	CHORD	SCABING	CHORD
C1	2887.74'	43°20'00"	328.74'	1842511.1'		328.57'

DISCLAIMER
This plot of property is essential from having to obtain a subdivision approval under the provisions of the Beaufort County Development Ordinance as provided for in Article 11-2 of the Beaufort County Code. Certified by: [Signature] Date: 1/21/2014

DISCLAIMER
Any purchaser of property covered by this plot is advised that the change clearing pertaining to this plot affects the property owner's to comply the normal subdivision requirements of Beaufort County. Therefore there is no assurance that the property is suitable for construction of a mobile home, system of a dwelling.

PLAN REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		



Andrews & Burgess Inc.
Engineering & Surveying

2712 J.W. Seward Blvd. A
Beaufort, SC 29915
843.738.2222
Fax 843.738.2223

SUBDIVISION PLAT
Prepared for
BEAUFORT COUNTY

Duncan Farms
Shooting Range
Lobeco
Beaufort County
South Carolina

Date Drawn: 07/08/14
Last Revision: 01/21/15
Drawn By: N. Sledge
Engineer: G. Burgess

SHEET #:
1

JOB: 140021

ORDINANCE 2019 / _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACCESS EASEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY AND KNOWN AS A PORTION OF DUNCAN FARMS

WHEREAS, Beaufort County owns real property (“County Parcel”) known as TMS No R700 028 000 0134 0000 located on the south side of Washington Farm Road and being more particularly shown as 77.875 acres on a plat prepared by Andrews & Burgess Inc., PLS No. 15229, dated July 18, 2014, and being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on February 16, 2015, in Book 140 Page 74; and

WHEREAS, Beaufort County purchased the aforementioned property with an existing roadway historically used by the seller Duncan Farms L.P.; and

WHEREAS, the parties never formalized the preservation of an access easement for use by Duncan Farms L.P. and wish now to do so for the purpose of ensuring Duncan Farms L.P. and its successors and assigns, right of ingress and egress; and

WHEREAS, Beaufort County Council has determined that it is in its best interests to authorize the execution and delivery of the requested Access Easement attached hereto and incorporated by reference and shown on the attached “Access Easement” prepared by Howell, Gibson & Hughes, PA; and

WHEREAS, Duncan Farms L.P. shall not have exclusivity to the Access Easement and Beaufort County Public Works shall maintain the existing dirt road through routine grading; and

WHEREAS, S.C. Code Ann. §4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by Beaufort County Council and a public hearing must be held.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL to authorize the Interim County Administrator to execute the Access Easement referenced herein and which is shown on the attached “Access Easement” prepared by Howell, Gibson & Hughes, PA.

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:

Connie L. Schroyer, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

DRAFT

1. Incorporation. The recitals herein contained are true and correct and are incorporated herein by reference.

2. Grant of Access Easement. Grantor has granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto Grantee, its successors and assigns, for the benefit of Grantee's Property, a non-exclusive perpetual easement (a) over, upon and across a portion of the Grantor's Property constituting a thirty foot (30') wide easement area depicted as an existing dirt drive extending to the south from Washington Farm Road and eventually to the southwest along the Grantor's property line for purposes of vehicular and pedestrian ingress and egress to and from Grantee's Property over the easement area which shall run with the land and bind the interest of the Grantor, its successors and assigns. The rights granted herein shall be non-exclusive but shall be for the benefit of Grantee and for the benefit of its respective heirs and assigns.

3. Limitations on Easement. The Easement granted herein shall be limited to vehicular and pedestrian access, ingress and egress.

4. Reservation of Grantor's Rights. Grantor hereby reserves the right to utilize the Easement Area for any and all purposes that are not inconsistent with and do not interfere with the Grantee's use of the Easement Area.

Grantor further reserves unto itself the exclusive right to install a fence or gate at or along the entrance of Washington Farms for purposes of security during non-operating hours. Each party to this Agreement shall be provided access codes and/or keys to any locks that would secure said gates or fences to ensure unimpeded access. Grantee shall not distribute access codes and/or keys without the express written approval of the Grantor. Grantor reserves the right to change access codes and/or locks for the security of Grantor's property. In the event Grantor changes access codes and/or locks, Grantor will provide advance notice and arrange for the transfer of the new codes and/or locks to the Grantee and Grantee promises not to distribute the new codes or keys without the express written approval of the Grantor. Upon request of the Grantor, Grantee shall provide a list identifying anyone with an Access Code or key.

Grantor further reserves unto itself the exclusive rights to maintain, repair or improve the easement area that is contained within the Grantor's property whereby the subject easement area exists, including, but not limited to, performing routine grading services to ensure safe passage for ingress and egress.

5. No Obligation to Pay Rent, Occupancy Changes or Taxes. Grantee shall not be obligated to pay any rent, taxes, operating expenses or other occupancy or use charge for the rights created by this Agreement.

6. Successors and Assigns. This Agreement and the rights granted herein shall run with the land and be appurtenant to Grantee's Property. This Agreement shall run with the title to and burden the easement area of Grantor's Property forever, and shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their heirs and assigns.

7. Termination and Relocation. Should both parties to this Agreement agree to the termination of the easement granted herein, said termination shall be placed in writing and in recordable form.

**EXHIBIT A
EASEMENT DESCRIPTION**

A Non-Exclusive, Perpetual Access Easement over and across a portion of property owned by Grantor being described as:

All that certain piece parcel or lot of land situate, lying and being near Lobeco in Beaufort County, South Carolina and being shown and drawn as a "30' Access Easement" on that certain drawing dated July 8, 2014 and revised on January 21, 2015 by Gary Blair Burgess with Andrews & Burgess, Inc., Engineering & Surveying and being attached hereto as Exhibit B. Said 30' Access Easement runs south from Washington Farm Road, a 33' Right of Way, along the eastern boundary line of the Grantor's property and then along the southwest boundary line of the Grantor's property as shown on the attached drawing. For a more complete description as to courses, metes, bounds and distances referenced may be had to the attached drawing.

A portion of: TMP: R700 028 000 0134 0000

This document was prepared by the Law Office of Howell, Gibson & Hughes, P.A., P.O. Box 40, Beaufort, South Carolina, 29901 without the benefit of a title examination or certifications.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

2019B General Obligation Bonds, \$11.275 million

Council Committee:

Finance Committee

Meeting Date:

April 1, 2019

Committee Presenter (Name and Title):

Alicia Holland, Assistant County Administrator, Finance

Issues for Consideration:

2019A GO Bonds were issued in the amount of \$11.25 million in Feb/Mar 2019. These bonds are funding the following projects: 1) Administration Building re-skin \$5.5 million, 2) Arthur Horne building replacement Phase I \$3.5 million, 3) Detention Center security upgrades \$1 million, 4) Parks and Recreation pool facility renovations \$540 thousand, 5) Voter Registration building renovations \$250 thousand and 6) Hilton Head Island Airport Atax match \$200 thousand.

Points to Consider:

The proposed 2019B GO Bonds in the amount not to exceed \$11.275 million are intended to fund the following projects: 1) Arthur Horne building replacement Phase II \$3.5 million, 2) Public Facilities relocation/renovation \$3.5 million, 3) Information Technology infrastructure \$3 million and 4) Detention Center security upgrades \$1 million.

Funding & Liability Factors:

See debt service and millage information attached.

Council Options:

Committee can approve, modify or not approve the 2019B GO Bonds.

Recommendation:

It is recommended that committee approve the 2019B GO Bonds and forward to full council for three readings and public hearing.

CURRENT DEBT SERVICE FOR 8% GO BONDS

FY 2019 DEBT MILLAGE RATE 5.58
 FY 2019 VALUE OF A MIL \$ 1,902,654
 FY 2020 ESTIMATED VALUE OF A MIL \$ 1,940,000

Period Ending	Principal	Interest	Debt Service
6/30/2020	7,626,429	3,682,271	11,308,700
6/30/2021	7,388,772	3,344,656	10,733,428
6/30/2022	7,533,797	3,034,810	10,568,607
6/30/2023	7,048,002	2,715,039	9,763,041
6/30/2024	7,141,930	2,419,658	9,561,588
6/30/2025	6,962,430	2,132,899	9,095,329
6/30/2026	3,498,958	1,876,926	5,375,884
6/30/2027	4,015,275	1,745,740	5,761,015
6/30/2028	4,939,667	1,570,100	6,509,767
6/30/2029	5,133,230	1,368,763	6,501,993
6/30/2030	4,023,884	1,175,477	5,199,361
6/30/2031	4,168,213	1,033,880	5,202,093
6/30/2032	4,312,791	887,541	5,200,332
6/30/2033	4,471,337	755,414	5,226,751
6/30/2034	4,131,308	617,645	4,748,953
6/30/2035	3,286,080	489,764	3,775,844
6/30/2036	3,385,119	386,525	3,771,644
6/30/2037	3,489,434	279,304	3,768,738
6/30/2038	902,071	168,778	1,070,849
6/30/2039	932,743	139,056	1,071,799
6/30/2040	173,614	107,366	280,980
94,565,084	29,931,611	124,496,695	

POTENTIAL DEBT SERVICE

Bond Debt Service
 Beaufort County, SC
 General Obligation Bonds, Series 2019B
 ** Preliminary Numbers **
 Rates based on 2019A Bonds plus 0.50%

Period Ending	Principal	Coupon	Interest	Debt Service
6/30/2020			213,200	213,200
6/30/2021	365,000	5.000%	426,400	791,400
6/30/2022	385,000	5.000%	408,150	793,150
6/30/2023	400,000	5.000%	388,900	788,900
6/30/2024	420,000	5.000%	368,900	788,900
6/30/2025	445,000	5.000%	347,900	792,900
6/30/2026	465,000	5.000%	325,650	790,650
6/30/2027	490,000	5.000%	302,400	792,400
6/30/2028	515,000	5.000%	277,900	792,900
6/30/2029	540,000	5.000%	252,150	792,150
6/30/2030	565,000	3.000%	225,150	790,150
6/30/2031	585,000	3.000%	208,200	793,200
6/30/2032	600,000	2.750%	190,650	790,650
6/30/2033	615,000	2.875%	174,150	789,150
6/30/2034	635,000	3.000%	156,469	791,469
6/30/2035	655,000	3.125%	137,419	792,419
6/30/2036	675,000	3.125%	116,950	791,950
6/30/2037	695,000	3.250%	95,856	790,856
6/30/2038	720,000	3.250%	73,269	793,269
6/30/2039	740,000	3.250%	49,869	789,869
6/30/2040	765,000	3.375%	25,819	790,819
11,275,000			4,765,350	16,040,350

ESTIMATED COMBINED DEBT SERVICE **ESTIMATED AD VALOREM TAX REVENUE** **Revenue Less Debt Service**

\$ 11,521,900	\$ 10,825,200	\$ (696,700)
\$ 11,524,828	\$ 11,041,704	\$ (483,124)
\$ 11,361,757	\$ 11,262,538	\$ (99,219)
\$ 10,551,941	\$ 11,487,789	\$ 935,848
\$ 10,350,488	\$ 11,717,545	\$ 1,367,057
\$ 9,888,229	\$ 11,951,896	\$ 2,063,667
\$ 6,166,534	\$ 12,190,933	\$ 6,024,400
\$ 6,553,415	\$ 12,434,752	\$ 5,881,337
\$ 7,302,667	\$ 12,683,447	\$ 5,380,780
\$ 7,294,143	\$ 12,937,116	\$ 5,642,973
\$ 5,989,511	\$ 13,195,858	\$ 7,206,347
\$ 5,995,293	\$ 13,459,776	\$ 7,464,482
\$ 5,990,982	\$ 13,728,971	\$ 7,737,989
\$ 6,015,901	\$ 14,003,550	\$ 7,987,650
\$ 5,540,422	\$ 14,283,622	\$ 8,743,199
\$ 4,568,262	\$ 14,569,294	\$ 10,001,032
\$ 4,563,594	\$ 14,860,680	\$ 10,297,086
\$ 4,559,594	\$ 15,157,893	\$ 10,598,299
\$ 1,864,118	\$ 15,461,051	\$ 13,596,934
\$ 1,861,668	\$ 15,770,272	\$ 13,908,605
\$ 1,071,799	\$ 16,085,678	\$ 15,013,879

Note: Estimated ad valorem tax revenue is based on holding the millage rate at 5.58 and assuming 2% growth each fiscal year.

ORDINANCE NO. 2019/___

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2019B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$11,275,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Beaufort County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “Code”), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not to exceed eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State of South Carolina (the “State”) may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not to exceed its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code (“Title 11, Chapter 27”), provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) Pursuant to Ordinance No. 2012/10 adopted on August 13, 2012, the County Council adopted Written Procedures related to Tax-Exempt Debt.

(f) The assessed value of all the taxable property in the County as of June 30, 2018, is \$1,813,283,219. Eight percent of the assessed value is \$145,062,657. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$97,748,931. Thus, the County may incur \$47,313,726 of additional general obligation debt within its applicable debt limitation.

(g) It is now in the best interest of the County for County Council to provide for the issuance and sale of not to exceed \$11,275,000 principal amount general obligation bonds of the County to provide funds for the following purposes: (i) capital improvements; (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not to exceed \$11,275,000 aggregate principal amount of general obligation bonds of the County to be designated “\$11,275,000 (or such lesser amount issued) General Obligation Bonds, (appropriate series designation), of Beaufort County, South Carolina” (the “Bonds”), for the purposes set forth in Section 1(g) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Bonds shall be issued as fully registered bonds registrable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the Interim County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the Interim County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank, Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The County Council hereby delegates to the Interim County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Bonds; (b) determine the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) determine the interest payment dates of the Bonds; (d) determine the redemption provisions, if any, for the Bonds; (e) determine the date and time of sale of the Bonds; (f) receive bids on behalf of the County Council; and (g) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Interim County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same

aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Series Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there

shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds including the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Island Packet* and *The Beaufort Gazette*, newspapers of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the Interim County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the Interim County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County, in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Federal Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "IRC") and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 14. Declaration of Intent to Reimburse Certain Expenditures. This Resolution shall constitute the County's declaration of official intent pursuant to Regulation §1.150-2 of the Code to reimburse the County from a portion of the proceeds of the Bonds for expenditures it anticipates incurring (the "Expenditures") with respect to the Projects prior to the issuance of the Bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (1) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the IRC) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the IRC. The source of funds for the Expenditures with respect to the Projects will be the County's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such Projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 15. Eligible Securities. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the

County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth on Exhibit A attached to this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

SECTION 16. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the Interim County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 17. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Interim County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Interim County Administrator to designate the Preliminary Official Statement as “final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Interim County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 18. Filings with Central Repository. In compliance with Section 11-1-85 of the Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County’s tax base.

SECTION 19. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 21. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 22. Miscellaneous. The County Council hereby authorizes the Administrator and the Clerk to County Council to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP (Burr Forman McNair), as Bond Counsel and Hilltop Securities as Financial Advisor, in connection with the issuance of the Bonds. The Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

[Signatures follow]

Enacted this ____ day of _____, 2019.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)

ATTEST:

Clerk, County Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
GENERAL OBLIGATION BOND, SERIES 2019B

No. R-

INTEREST	MATURITY	ORIGINAL	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Beaufort County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____ in _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____ in _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the securities depository nominee, is being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the securities depository's participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The County and the Registrar/Paying Agent will recognize the securities depository nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to participants of the securities depository will be the responsibility of the securities depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by participants of the securities depository will be the responsibility of such participants and other nominees of such beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the securities depository, the securities depository nominee, its participants or persons acting through such participants. While the securities depository nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Ordinance and the securities depository.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2019.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, BEAUFORT COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chairman of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

BEAUFORT COUNTY, SOUTH CAROLINA

Chair of County Council

(SEAL)

ATTEST:

Clerk of County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Beaufort County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

_____ (State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of Burr & Forman LLP, Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Beaufort County, South Carolina.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Clerk of County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Beaufort County, South Carolina (the "County"), County Administration Building, 100 Ribaut Road, Beaufort, South Carolina, at 6:30 p.m. on _____, 2019.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds of Beaufort County, South Carolina, in the principal amount of not to exceed \$ _____ (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) funding capital improvements; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given that on _____, 2019, the Beaufort County Council adopted an ordinance entitled: "ORDINANCE NO. _____ AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES 2019B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF BEAUFORT COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$ _____; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and sale of not to exceed \$ _____ General Obligation Bonds, Series 2019B (the "Bonds") of the County.

The proceeds of the Bonds will be used for the following purposes: (i) funding capital improvements; (ii) paying costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the South Carolina Code of Laws, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, South Carolina Code of Laws 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Beaufort County.

COUNTY COUNCIL OF BEAUFORT COUNTY,
SOUTH CAROLINA

FORM OF NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2019B,
OF BEAUFORT COUNTY, SOUTH CAROLINA

Time of Sale: NOTICE IS HEREBY GIVEN that bids will be received on behalf of Beaufort County, South Carolina (the “County”), until 11:00 a.m, South Carolina time, on _____, _____, 2019, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2019B, of the County (the “Bonds”).

Electronic Bids: Electronic proposals must be submitted through i-Deal’s Parity Electronic Bid Submission System (“Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2019; will be in denominations of \$5,000 or any integral multiple thereof not to exceed the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 10% of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

[Redemption Provisions]

Registrar/Paying Agent: Regions Bank will serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED]

Delivery: The Bonds will be delivered on or about _____, 2019, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request to Burr & Forman LLP, Attention: Francenia B. Heizer, telephone (803) 799-9800, e-mail: fheizer@burr.com. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with the County's Financial Advisor, Jeff Minch, Vice President, Hilltop Securities, 5925 Carnegie Boulevard, Suite 380, Charlotte, North Carolina 28209, telephone (704) 654-3451, e-mail: jeff.minch@hilltopsecurities.com.

BEAUFORT COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Beaufort County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Bonds, Series 2019B, Beaufort County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Bonds**” shall mean the \$_____ General Obligation Bonds, Series 2019B, Beaufort County, South Carolina, dated _____, 2019.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2019, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution;
- (c) Outstanding Indebtedness of the County;
- (d) Market Value/Assessment Summary of taxable property in County;
- (e) Tax rates for County;
- (f) Tax collections for County; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository or the Securities and Exchange Commission.

If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or

performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Interim County Administrator

Dated: _____, 2018

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Beaufort County, South Carolina
Name of Issue: \$_____ General Obligation Bonds, Series 2019B,
Beaufort County, South Carolina
Date of Issuance: _____, 2018

NOTICE IS HEREBY GIVEN that Beaufort County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

BEAUFORT COUNTY, SOUTH CAROLINA



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Council Committee:

Meeting Date:

Committee Presenter (Name and Title):

Issues for Consideration:

Points to Consider:

Funding & Liability Factors:

Council Options:

Recommendation:

RESOLUTION 2019/ ____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF 75 CONFEDERATE AVENUE, BLUFFTON, SC FOR USE AS A FUTURE PASSIVE PARK.

WHEREAS, Raymond Harold Bailey Trust (“Trust”) owns a parcel of land (#R600 039 00B 0147 0000) more particularly described in Exhibit A attached hereto and incorporated herein (“Property”); and

WHEREAS, the Trust and the County have agreed on a purchase price of \$1,310,000 pursuant to the purchase agreement letters in Exhibit B attached hereto and incorporated herein; and

WHEREAS, the Trust has agreed to provide a cash donation to the County in the amount of \$21,500, which will be deposited into the Gift Fund Account (#45010001), to be used for planning and/or construction of passive recreation infrastructure on the Property; and

WHEREAS, the Trust and the County have mutually agreed to name the Property “Bailey Memorial Park” upon conveyance to the County; and

WHEREAS, because it is the purchase of land, prior authority of County Council is required to authorized the County Administrator to negotiate and purchase property.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute any and all documents necessary for the purchase of the Property known as Bailey Memorial Park and identified in Exhibit A up to \$1,310,000 less closing costs to be funded from the Rural and Critical Lands Preservation Program 2014 bond funds subject to the terms of the Purchase Agreements.

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:

Sarah Brock, Clerk to Council

LETTER OF AGREEMENT

among

BEAUFORT COUNTY OPEN LAND TRUST

and

BEAUFORT COUNTY RURAL AND CRITICAL

LAND PRESERVATION BOARD

and

RAYMOND HAROLD BAILEY TRUST

CONCERNING ACQUISITION OF 75 CONFEDERATE AVE, BLUFFTON

BEAUFORT COUNTY PARCEL RG00 039 00B 0147 0000

Statement of Purpose

THIS Letter of Agreement (LOA) is made and entered into, by, and between Beaufort County Open Land Trust (hereinafter referred to as Trust), Beaufort County Rural and Critical Land Preservation Board (hereinafter referred to as Board) and Alison Bailey Guilloud & Ray Bailey on behalf of the Raymond Harold Bailey Trust (hereinafter referred to as Owner).

WHEREAS, Trust is authorized by Beaufort County Council to negotiate to acquire title to and/or easement on lands that exemplify the natural, historic, and cultural characteristics of Beaufort County.

WHEREAS, Trust, the Board, and Owner acknowledge the natural significance of the approximately 54.32 acres (hereinafter referred to as the 75 Confederate Ave Parcel) to the people of Beaufort County, as evidenced by a Beaufort County Rural and Critical Land Preservation Board vote authorizing negotiations.

WHEREAS, it is the mutual desire of Trust, Board, and Owner to enter into an agreement to jointly cooperate to protect the natural and ecological values of the 75 Confederate Ave Parcel.

NOW THEREFORE, in consideration of the above, the parties hereto mutually agree as follows: The purpose of this LOA is to set out in general terms the agreed upon cooperative relationships among Trust, the Board, and Owner regarding the 75 Confederate Ave Parcel.


This LOA will establish a framework that the parties may negotiate for the protection of the natural values of the 75 Confederate Ave Parcel and shall become effective as of the date of the last signature.

Terms and Conditions

- The parties agree to negotiate for a purchase of the 75 Confederate Ave Parcel in fee simple.
- Purchase & LOA shall be contingent upon a negotiated purchase price of \$1,310,000.00.
- The purchase of the 75 Confederate Ave Parcel is contingent upon a letter stating the property is free from environmental contamination. Letter shall be provided by Trust & Board at no additional expense to the Owner.

- The goal of the purchase of the 75 Confederate Ave Parcel is to obtain the highest conservation value possible in a financially equitable manner.
- The final purchase of the 75 Confederate Ave Parcel is subject to ratification by Beaufort County Council within the effective period of the LOA.
- The final purchase of the 75 Confederate Ave Parcel is contingent on the ability of Council to take the property free of any mortgage or any other lien or encumbrance on the property.
- For as long as the LOA is under effect, Owner agrees to cease negotiations with any other potential purchasers. Property may however remain in Active/Contingent status on the local MLS & other Real Estate websites.
- Each party shall be responsible for their own real estate closing costs & prorated expenses. Seller shall not be responsible for any roll-back taxes should they occur after closing.
- This LOA shall continue in effect for four months from the date of the last signature below.
- This LOA may only be amended by mutual written agreement of all parties.
- Trust and/or Board shall make good faith efforts to name 75 Confederate Ave Parcel after Owner's father "Ray Bailey" or a similar mutually agreed upon honorary title.

The above conditions and provisions are signed and agreed to by:


Alison Guilloud, Trustee
08/13/2018 2:43:52 PM CDT

Alison Bailey Guilloud, Trustee
Raymond Harold Bailey Trust

08/13/2018

Date


Ray Bailey
08/13/2018 4:31:12 PM CDT

Ray Bailey, Trustee
Raymond Harold Bailey Trust

08/13/2018

Date

Barbara G Holmes
Beaufort County Open Land Trust

Aug 11, 2018
Date

EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, and being more particularly described as Parcel "B" containing 54.318 Acres as shown and described in that certain plat entitled "Southmark Properties" dated September 26, 1980 and revised on February 12, 1981, and prepared by Low Country Land Surveyors and signed by Forrest F. Baughman, R.L.S. which said plat is recorded in the Office of the Clerk of the Court for Beaufort County, South Carolina in Plat Book 29 at Page 81. For a more detailed description as to courses, metes, distances, bounds, reference may be had to a drawing entitled "A Freshwater Wetland Delineation Survey of TMS# R600 039 00B 0147" prepared by Mark W. Douglas, III of Coastal Surveying Co., Inc., dated July 14, 2015, which is attached hereto.

This being the same property conveyed to within Grantors by deed of Raymond Harold Bailey, by his Attorney in Fact, Alison Bailey Guilloud, recorded in the Office of the Beaufort County Register of Deeds in Records Book 3171 at Page 2870.

TMS No: **R600 039 00B 0147 0000**

EXHIBIT B

See attached purchase agreement letters



December 17, 2018

Ms. Alison Bailey Guilloud and Mr. Ray Bailey
c/o Raymond Harold Bailey Trust
705 Washington Street
Beaufort, SC 29902

RE: Letter of Intent, Bailey Tract
Beaufort County Parcel# R600 039 00B 0147 0000

Dear Ms. Guilloud and Mr. Bailey,

On December 10, 2018, Beaufort County Council authorized the Rural & Critical Land Preservation Program purchase of the above-referenced property for a purchase price of \$1,310,000. This property has been a priority target for the program since 2006, and your father's longtime stewardship and ownership of this property is extraordinary considering the rapid development of the surrounding area. We are pleased that this natural habitat preserve, so important to the Alljoy community and vitally important to the water quality of the May River, will be in public ownership.

We are proceeding under the terms of our Letter of Agreement dated August 13, 2018. The purchase as agreed to by Council included the honorary naming of the parcel after your father. I suggested "Bailey Memorial Park," but we can discuss any changes prior to closing if that name is not agreeable to you. The purchase terms also included your commitment to make a cash donation at closing specifically dedicated to the development of the property for public access and recreation.

It is expressly agreed that your obligations under the Letter of Agreement are contingent on the outcome of a thorough title search of the property and your willingness and/or ability to cure any title defects, if any, in order to convey fee simple marketable title to the property free of monetary liens. You shall not be required to satisfy or cause to be satisfied any such title defects. If you do not satisfy or cause to be satisfied such title defects on or before closing, the County, at County's election exercised on or before closing, may either: (i) terminate the Letter of Agreement by written notice to you, whereupon this Agreement shall be null, void and of no further force or effect as of the date of such written notice, and the parties shall have no further rights or obligations hereunder, except as to the terms of the Agreement which expressly survive termination; or (ii) waive the uncured or unsatisfied title defects and proceed under the Agreement as otherwise provided herein.

Beaufort County
Rural & Critical

**LAND
PRESERVATION
PROGRAM**

Our closing attorney, Thomas A. Bendle of Howell, Gibson & Hughes, P.A. has initiated the County's title work on the property. We would like to close as soon as reasonably possible, however as you know we are approaching the holidays and still must complete our due diligence prior to closing. Mr. Bendle will communicate with your attorney as we move through the process and will prepare a Purchase and Sale Agreement to be executed at closing.

~~After the closing, the County will grant a conservation easement on the property, protecting its natural resources in perpetuity.~~ Thank you so much for working with us on this conservation project, as it will forever be a truly unique natural greenspace for today and for future generations.

Please acknowledge receipt of this letter below and return to me as soon as possible.

Most sincerely yours,



Barbara G. Holmes
Director of Land Protection

Ryan Stefonick, Collins Group Realty

cc: ~~Ryan Stefonic, Collins Realty Group~~

Letter of Intent Received:

Signature: Authentisign
Alison Guilloud, Trustee
12/20/2018 10:01:41 PM EST

Printed Name: Alison Guilloud, Trustee

Title: _____

Date: 12/20/2018

Beaufort County
Rural & Critical

**LAND
PRESERVATION
PROGRAM**

Signature:  12/20/2018 4:16:48 PM EST

Printed Name: Ray Bailey, Trustee

Title: _____

Date: 12/20/2018



February 26, 2019

Ms. Henri Ann Logan
Logan Law Firm
PO Box 1008
Beaufort, SC 29901

RE: Beaufort County Purchase of 75 Confederate Ave, Bluffton
Beaufort County Parcel #R600 039 00B 0147 0000
Owner: Ms. Alison Bailey Guilloud and Mr. Ray Bailey c/o Raymond Harold Bailey Trust

Dear Ms. Logan,

On December 10, 2018, Beaufort County Council authorized the Rural & Critical Land Preservation Program purchase of the above-referenced property for a purchase price of \$1,310,000. The sellers of the Bailey property and I entered a Letter of Intent on December 20, 2018. At that time, Beaufort County Council, County staff and the County's closing attorney were following the normal protocol for closing Rural & Critical properties. However, as of January 2, 2019, Council rules and procedures for purchasing property were modified to ensure that County Council has all of the information it needs to make an informed purchase decision. The new rules apply to all real property purchases by the County. With the Bailey project still in the due diligence period, it became subject to the new procedures, which unfortunately has caused us some delays.

The Bailey Park purchase is now going back through the modified Council approval process and is expected to be considered for final approval at the March 25, 2019 Council meeting. This does not in any way reflect negatively on the merits of this wonderful project. The Bailey Park property has been a priority target for the program since 2006, and there was strong support last fall among County Councilmembers to protect this natural habitat preserve for the Alljoy community and all Beaufort County citizens.

The modified procedures have brought to light two additional issues that we need to address:

1. The County obtained a Phase I ESA report on the property early this month. The good news is that the ESA report shows no recognized environmental conditions. However, Phase I engineer Jay Pease reported numerous amounts of solid waste



refuse along the eastern border of the property, which was not seen or reported by myself or other program staff when we did our site visits. Jay states "...due to the extent of solid waste debris observed at the project site, the current property owner should arrange for the removal and off-site disposal of these materials." The report lists the types of refuse reported, including roofing shingles, which were tested for asbestos but were negative.

I have enclosed Pages 32-24 from our Phase I ESA that documents the onsite debris.

Current Requirement - The County requires that the seller commit in writing to remove the solid waste debris from the site prior to closing.

2. The original purchase terms included the seller's commitment to make a cash donation at closing specifically dedicated to the development of the property for public access and recreation. At the time of the December 12, 2018 Council approval, the amount of the seller's cash donation was not specified.

Current Requirement - The County requires that the seller provide the amount of the cash donation in writing to the County by March 14 so that County Council has all required information about the project prior to its March 25 meeting.

I wanted to provide you with this letter as soon as possible so that you can discuss these developments with your client. I am available to discuss at your convenience.

Sincerely yours,

A handwritten signature in blue ink that reads "Barbara G. Holmes".

Barbara G. Holmes
Director of Land Protection

enc: Pages 32-24 from Phase I ESA

cc: Ryan Stefonick, Collins Realty Group
Thomas Keaveny, Beaufort County Attorney
Thomas A. Bendle, Jr. of Howell, Gibson & Hughes, PA



Photo No. 5: View depicts portion of on-site wetland area (eastern portion).



Photo No. 6: Example solid waste debris observed at project site.



Photo No. 7: Example solid waste debris observed at project site.



Photo No. 8: Example solid waste debris observed at project site (laboratory analysis confirms roofing shingles do not contain asbestos).



Photo No. 9: Example solid waste debris observed at project site.



Photo No. 10: Street scene along Confederate Avenue (project site on right side).

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made and entered into this _____ day of _____ 2019, by and between ALISON BAILEY GUILLOUD, AS TRUSTEE OF THE RAYMOND HAROLD BAILEY TRUST U/A DATED 8/9/2004, (the "Seller") and the BEAUFORT COUNTY, a subdivision of the State of South Carolina (the "Purchaser") (hereinafter together the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have had discussions with regard to the sale and purchase of certain property located in Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said property.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the Seller and Purchaser agree as follows:

1. Real Property. The Seller agrees to sell and the Purchaser agrees to purchase that approximately 54.3 acres of real estate described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of Seller in and to all strips and gores and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (the "Property"). Conveyance of the land lying in the bed of any adjoining street or road is conditioned on Purchaser accepting such street or road for public use as part of the public highway system maintained by Purchaser.
2. Consideration / Purchase Price. The purchase price of the property shall be ONE MILLION THREE HUNDRED AND TEN THOUSAND AND 00/100 Dollars (\$1,310,000.00) (the "Purchase Price").
3. Conveyance of Real Property/Title. Title to the above described Property shall be conveyed to the Purchaser by general warranty deed free and clear of all liens and encumbrances whatsoever except those agreed upon to be assumed by Purchaser (the "Permitted Exceptions"). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice within which to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

4. Plat. Upon execution of this Agreement, Purchaser may, at its sole cost and expense engage a surveyor licensed in South Carolina to prepare a Boundary Plat of the Property (the "Plat"), which may be certified to Purchaser and the title insurers.

5. Seller's Representations and Warranties. In order to induce Purchaser to enter into this Agreement and to purchase the Property, and in addition to warranties and representations contained elsewhere in this Agreement, Seller hereby makes the representations, warranties and covenants as listed on "Exhibit B" attached hereto and incorporated herein, each of which is material and relied upon by the Purchaser.

6. Inspection Period. It is understood by the Parties that this Agreement is subject to a due diligence period of thirty (30) days after the execution of this Agreement by both parties. For that reason the Parties have agreed as follows:

a) Purchaser may cancel this contract at any time prior to closing (the "Inspection Period"). Purchaser shall notify Seller in writing of its desire to cancel this Agreement, and neither party shall have any further obligations hereunder. No Earnest Money has been or will be deposited by Purchaser.

b) It is understood by the Parties that this Agreement, and any associated Agreement, is subject to the approval of County Council and conditioned upon compliance with Beaufort County Procurement Code of Ordinances Chapter 2, Article VII et. seq.

7. Closing.

a) Closing. The transaction contemplated hereby shall close on or about thirty (30) days after the execution of this Agreement by both parties at the offices of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree. Complete execution of the Agreement shall mean the execution by both Parties with said delivery of the Agreement to occur no later than twenty-four (24) hours after the execution thereof.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the date of closing. All taxes for any years prior to 2019 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

c) Roll-back Taxes (If Any). When rollback taxes are subsequently determined and billed to the Buyer, the Seller and Buyer agree that the rollback taxes shall be paid by the Seller.

8. Brokerage Fees. Seller represents that the Property is subject to a listing contract with Ryan Stefonick with Collins Group Realty. Seller shall be responsible for any real estate commissions owed for real estate services provided to Seller.

9. Conditions Precedent. Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the following conditions:

- a) Representations. That as of the closing date the warranties and representations of Seller shall be true and correct.
- b) Debris Removal. That as of the closing date the Seller shall have removed all existing solid waste debris and litter as indicated in the Phase I Environmental Assessment as described in "Exhibit C".
- c) Cash Donation. That as of the closing date the Seller shall provide to Purchaser a cash donation in the amount of \$21,500 to be used specifically for passive park infrastructure and improvements for the Property.

The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

10. Right of Access for Inspection. As described above, Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement. Purchaser represents that, prior to entering into the Property or authorizing its agents to enter into the Property, Purchaser shall have in place a policy of general liability insurance covering the actions of Purchaser and/or its agents at the Property. Purchaser shall, at Purchaser's expense, promptly repair any damage to the Property caused by Purchaser's entry and on-site inspections and shall indemnify and hold harmless Seller for any loss, damage or claim related to Purchaser's entry.

11. Notices. Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO PURCHASER: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: Tom Keaveny, Beaufort County Staff Attorney
E-mail: tkeaveny@bcgov.net
(843) 255-2025

Copy to: Thomas A. Bendle, Jr.
Howell, Gibson and Hughes Pa
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
tbendle@hgpha.com

TO SELLER: ALISON BAILEY GUILLOUD, AS TRUSTEE OF THE RAYMOND
HAROLD BAILEY TRUST U/A DATED 8/9/2004
705 Washington Street
Beaufort, SC 29902

Copy to: Henri Ann Logan, Esq.
Logan Law Firm
806 Charles Street
Beaufort, SC 29901
E-mail: henriann@loganlawfirm.com
(843) 524-0042

12. Assignment by Purchaser. Purchaser shall have the right to assign this Agreement and any and all deposits in escrow made on account of the purchase price hereunder to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. Condemnation. In the event that at the time of closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement and recover its deposit hereunder, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. No Joint Venture. It is understood and agreed between the Parties hereto that this is a contract for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

15. Seller's Delivery of Documentation. Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) Warranty Deed. A general warranty deed satisfactory in form and substance to counsel for Purchaser, conveying fee simple title to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The Parties acknowledge the general warranty deed shall contain language set forth in Section 16 of this Agreement.

16. Seller's Reservations. Intentionally left blank.

17. Inspection Reports. **IF INSPECTION REPORTS HAVE BEEN OBTAINED BY SELLER OR ITS REPRESENTATIVES, SAID REPORTS MAY BE PROVIDED TO SELLER'S BROKER OR PURCHASER FOR INFORMATION PURPOSES ONLY. SELLER DOES NOT AND WILL NOT WARRANT THE TRUTH OR VALIDITY OF ANY FINDINGS THAT MAY BE CONTAINED IN SUCH REPORTS. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER HAS OR WILL THOROUGHLY INSPECT AND EXAMINE THE PROPERTY PRIOR TO CLOSING. PURCHASER IS RESPONSIBLE FOR OBTAINING INSPECTION REPORTS FROM QUALIFIED PROFESSIONALS TO ASSESS THE PROPERTY.**

18. Facsimile and Other Electronic Means: The Parties agree that countersigned copies of this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

19. Contractual Contingencies:

a. The Parties hereto understand that at closing, Seller shall provide to Purchaser a cash donation to be used solely for the purpose of providing improvements and infrastructure to the Property for use as a publicly-accessible passive park. The amount of this donation shall be at the discretion of the Seller.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Purchaser herein has caused this Agreement to be duly executed this _____ day of _____, 2019.

WITNESSES:

PURCHASER:

BEAUFORT COUNTY

By: Ashley Jacobs
Its: County Administrator

IN WITNESS WHEREOF, the Seller herein has caused this Agreement to be duly executed as of this _____ day of _____, 2019.

WITNESSES:

ALISON BAILEY GUILLOUD, AS
TRUSTEE OF THE RAYMOND HAROLD
BAILEY TRUST U/A DATED 8/9/2004

By: _____
Its: _____

Exhibit "A"
PROPERTY DESCRIPTION

ALL that certain piece, parcel or tract of land, situate, lying and being in Bluffton Township, Beaufort County, South Carolina, and being more particularly described as Parcel "B" containing 54.318 Acres as shown and described in that certain plat entitled "Southmark Properties" dated September 26, 1980 and revised on February 12, 1981, and prepared by Low Country Land Surveyors and signed by Forrest F. Baughman, R.L.S. which said plat is recorded in the Office of the Clerk of the Court for Beaufort County, South Carolina in Plat Book 29 at Page 81. For a more detailed description as to courses, metes, distances, bounds, reference may be had to a drawing entitled "A Freshwater Wetland Delineation Survey of TMS# R600 039 00B 0147" prepared by Mark W. Douglas, III of Coastal Surveying Co., Inc., dated July 14, 2015, which is attached hereto.

This being the same property conveyed to within Grantors by deed of Raymond Harold Bailey, by his Attorney in Fact, Alison Bailey Guilloud, recorded in the Office of the Beaufort County Register of Deeds in Records Book 3171 at Page 2870.

TMS No: **R600 039 00B 0147 0000**

EXHIBIT "B"

REPRESENTATIONS AND WARRANTIES OF SELLER

(a) Authority of Seller. Seller has the right, power and authority to enter into this Agreement and sell the Property in accordance with the terms and conditions hereof and the necessary corporate, partnership or trust action to authorize this Agreement has taken place.

EXHIBIT "C"

PHASE I ENVIRONMENTAL ASSESSMENT



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Passive Park Program Resolution

Council Committee:

Natural Resources (February 18, 2019)

Meeting Date:

April 22, 2019 (County Council)

Committee Presenter (Name and Title):

Stefanie Nagid, Passive Parks Manager

Issues for Consideration:

A resolution for support of the Passive Park Program to provide public access and passive recreation on fee-simple properties.

Points to Consider:

1) The 2012, 2014, and 2018 Land Preservation Bond referenda state that an amount "not to exceed 20%" of those respective bond totals may be used to provide public access to and improve existing and newly acquired lands. 2) Program support will allow more efficient planning for public access and park improvement projects. 3) Council approved the Passive Park Public Use Work Plan in October 2018, which details property specific priorities and conceptual visions for public access and passive recreation.

Funding & Liability Factors:

1) 20% of each of the three bonds totals \$14M, some of which has already been expensed and obligated. 2) 5.8% (\$1.46M) of the final 2012 bond funds were used for passive park projects. 3) 6.4% (\$1.28M) of the 2014 bond funds have been spent or obligated to date, leaving 13.6% (\$2.72M) that may be used for passive park projects. 4) The 2018 bond funds will be received in July 2019, of which 20% (\$5M) may be used for passive park projects.

Council Options:

1) Approve the resolution as written, 2) Approve the resolution with revisions, 3) Do not approve the resolution

Recommendation:

Approve the Resolution as written to Support the Passive Parks Program for public access and passive recreation.

RESOLUTION 2019/___

A RESOLUTION TO SUPPORT THE PASSIVE PARKS PROGRAM

WHEREAS Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program and has expended \$136,000,000 in such preservation, and;

WHEREAS the 2012, 2014, and 2018 Land Preservation Bond referenda passed with 62%, 73%, and 70% approval, respectively, by the citizens of Beaufort County, and;

WHEREAS the 2012, 2014, and 2018 Land Preservation Bond referenda state that an amount “not to exceed 20%” of the funds may be used to improve existing and newly acquired open space and natural areas protected under the Program, and;

WHEREAS Beaufort County has acquired over 13,000 acres of fee-simple properties with Land Preservation funding, and anticipates acquiring additional fee-simple properties with Land Preservation funding, for the benefit of public passive recreation, and;

WHEREAS Beaufort County understands and recognizes the benefits of open space and passive recreation on community health and vibrancy, tourism, education, and quality of life for its citizens, and;

WHEREAS Beaufort County believes and supports that the preserved lands should be publically accessible with passive recreation improvements, and;

WHEREAS Beaufort County funded \$1.46 million (5.84%) for passive park improvement projects from the final proceeds of the 2012 Land Preservation Bond funding, and;

WHEREAS Beaufort County has funded or obligated \$1.28 million (6.4%) for passive park improvement projects from the proceeds of the 2014 Land Preservation Bond funding, which includes the County’s commitment of up to \$250,000 for the Mitchelville Freedom Park Master Plan, and;

WHEREAS Beaufort County has committed up to \$575,000 for the Mitchelville Freedom Park Phase I improvements after final approval of the Master Plan, of which \$50,000 has been allocated from the General Fund and will be reimbursed from the Land Preservation, Accommodations Tax, or Hospitality Tax accounts as determined by County Council, and where County Council will allocate the balance of funds from one of the aforementioned accounts (Resolution 2018/5), and;

WHEREAS Beaufort County adopted the Passive Parks Public Use Work Plan (Resolution 2018/22) on October 22, 2018, and the Passive Parks Ordinance (2018/53) on December 10, 2018.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA confirms that:

1. Land Preservation Bond funding requests are to be considered on a first-come, first-serve basis and County Council retains the right to reserve funding for preservation and passive park improvement projects through Resolution, and
2. Subject to the preceding conditions, \$2.72 million (13.6%) from the 2014 Land Preservation Bond funding and \$5 million (20%) from the 2018 Land Preservation Bond funding may be used

towards the Passive Parks Program for the implementation of public access and passive recreation on County fee-simple owned Rural and Critical Preservation lands.

Adopted this ____ day of _____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Stewart H. Rodman, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, Esquire
Beaufort County Attorney

ATTEST:

Sarah Brock, Clerk to Council



Passive Park Program Resolution

STEFANIE M. NAGID, PASSIVE PARKS MANAGER

APRIL 22, 2019

Bond Summary

Bond	Amount	Received	Completed	Parks Spent	Parks Remain
2012	\$25M	Full / 2013	Full / 2017	5.8% (\$1.46M)	0% (\$0M)
2014	\$20M	Full / 2017	Partial	6.4% (\$1.28M)*	13.6% (\$2.72M)^
2018	\$25M	Full / 2019	TBD	0%	20% (\$5M)
TOTAL	\$70M			3.9% (\$2.74M)	11% (\$7.72M)

*This includes the Mitchelville Master Plan expenses

^This includes the Mitchelville Phase I Construction commitment

Project Summary

		2018 - 2020	2019 - 2021	2020 - 2022	2021 - 2023
<u>Projects</u>	<u>Total</u>	<u>Current</u>	<u>Upcoming</u>	<u>Priority</u>	<u>Priority</u>
Mitchville	802,505	227,505		575,000	
Ft Freemont	1,885,000	1,135,000	750,000		
Crystal Lake	585,000	25,000	560,000		
Widgeon Point	1,037,200	37,200	1,000,000		
Ft Frederick	500,000		500,000		
Whitehall	600,000		100,000	500,000	
Okatie Marsh	1,100,000			1,100,000	
Mobley	1,100,000			1,100,000	
New River	500,000			500,000	
Pinckney	1,000,000				1,000,000
Okatie Preserve	500,000				500,000
Pocket Parks	500,000				500,000
Ford Shell Ring	250,000				250,000
	-----	-----	-----	-----	-----
	10,359,705	1,424,705	2,910,000	3,775,000	2,250,000
	=====	=====	=====	=====	=====
'14 & '18 Referenda (20%)	9,000,000				
Mitchelville other Sources	up to 575K			up to 575K	

ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

3rd Speaker

Copy for A.J.



April 22, 2019

Beaufort County Council
PO Drawer 1228,
Beaufort, SC 29901

County Council members:

Please accept the following written comments in reference to agenda item 8.I "A resolution supporting the Passive Parks Program."

On March 25, we encouraged postponement of a similar resolution due to concerns with the accounting of funds from 2012, and the way current and future funds would be treated. Having removed the issue with the 2012 completely, we view this resolution as much improved.

The resolution also notes that the Passive Parks coordinator will present projects to Council on a first-come, first-serve basis. The resolution appears to reconcile our concerns with timing and creates a thoughtful approval process to fund such improvements such that all the money will not be handed over at once, but allocated as parks priorities dictate and park projects materialize.

The 2014 bond referendum asks to "provide that an amount, **not to exceed twenty percent (20%)** of the amount borrowed **may be spent on improvements**, outside the scope of general property maintenance, to those lands which have been acquired by Beaufort County" and 2018 referendum states: "All expenditures shall be subject to an annual independent audit, and an **amount not to exceed twenty percent (20%)** of the funds created by this referendum **may be used** to improve existing and newly acquired open space and natural areas protected under this program."

If **not to exceed 20%** of Rural and Critical program funds **may be** used on passive parks, the Passive Parks Comprehensive Plan provides a helpful outline of how to best spend those funds and balance conservation value and public access. Park decisions must continue to assess the natural assets of a given property, match the appropriate passive recreation options to its features and allow for public access all while protecting its conservation value.

Last month, we responded to land acquisition processes with several recommendations, including giving highest priority to land protection through conservation easements should be the highest program priority: Buying development rights on rural land, rather than purchasing properties outright and adding to the county's already substantial inventory, is a smart strategy; it staves off development, keeps land on the tax rolls, encourages traditional rural uses like farming and forestry, protects water quality and wildlife habitat, protects our air base, and does all of this for pennies on the dollar. The will of the public and the voice of voters supports land protection, with conservation easements, in perpetuity.

We continue to standby this recommendation and look forward to supporting continued land protection with our county dollars and providing public access to appropriate properties as prioritized in the newly adopted Passive Parks Comprehensive Plan.

Topic: [A resolution supporting the Passive Parks Program](#)

Date Submitted: [April 22, 2019](#)

Submitted By: [Kate Schaefer](#)

Venue: [Council Regular Session](#)

Thank you to the Community Development Department for their thoughtful reconsideration and improvement of this resolution.

Respectfully,



Kate Schaefer

Director of Programs

Coastal Conservation League



4th Speaker

Copy for A.J.

Sea Island Corridor Coalition
PO Box 533
St. Helena SC 29920
843.838.1888
seaislandcoalition@gmail.com

April 22, 2019

Beaufort County Council
100 Ribaut Road
Beaufort SC 29902

Dear Councilors

The Sea Island Corridor Coalition urges you to vote yes on tonight's resolution to support the passive parks program and begin the process of opening up some of the County's passive parkland to public use.

We are strong supporters of the work being done by the Rural & Critical Lands program, the Open Lands Trust and more recently, the County's focus on passive parks. As a growth management tool and a contributor to the quality of life, all this work has made an important and significant contribution to Beaufort County. But more can and should be done.

The \$130+ million in land protection purchases since 2000 – we've protected about 4% of Beaufort County's total land area - were made with public dollars specifically approved by voters for that purpose, and in our view, hold higher significance and a higher level of respect than general tax revenues. Part of that significance ought to be, in our view, opening up these lands to greater public use.

The Passive Parks work plan adopted by resolution in October laid out a good process toward this goal, but a plan is of no value without the resources to put it into effect. This resolution does this, recognizing that land purchase is the beginning of the effort, not the end.

Insuring that a portion of land protection bond issue revenues get committed to development and maintenance of these properties recognizes the need for continual stewardship, and is the logical path forward in ensuring the public can enjoy the benefits of the County's significant investment on passive parks.

We urge you to vote yes on this resolution.

ON BEHALF OF THE SEA ISLAND COALITION

A handwritten signature in blue ink, appearing to read "C. Newton".

Charles G. Newton, Jr.
Chair

Topic: A resolution supporting the Passive Parks Program
Date Submitted: April 22, 2019
Submitted By: Charles Newton
Venue: Council Regular Session