

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83884164145?pwd=UmFWa2k4U3c0QlpaL2Z2clNFczRuUT09>

Passcode: 926971 +19292056099 Webinar ID: 838 8416 4145



CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL REGULAR MEETING AGENDA
May 9, 2023
STATEMENT OF MEDIA NOTIFICATION

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

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

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

I. CALL TO ORDER

- A. Stephen D. Murray III, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

- A. Mayor Pro Tem, Mike McFee

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

- A. Proclamation proclaiming May 2023, as National Preservation Month
B. Resolution in honor of William B. Harvey III, Esquire

IV. PUBLIC COMMENT

V. MINUTES

- A. Worksession - April 18, 2023
B. Worksession and Regular Meeting - April 25, 2023

VI. NEW BUSINESS

- A. Request from St. Peter's Catholic Church to conduct a Eucharistic procession and Co-Sponsorship on Sunday, June 11, 2023, from the Catholic Church on Lady's Island to Henry C. Chambers Park and proceed to the Catholic Church on Carteret Street
B. A resolution authorizing the Mayor and City Council to execute a South Carolina Infrastructure Investment Program Agreement between the City of Beaufort and the South Carolina Rural Infrastructure Authority to Fund a Stormwater Infrastructure Improvement Project
C. Ordinance to amend FY23 Budget for utilization of Fire Impact Fee Revenues as down payment for New Fire Truck- 1st reading

VII. REPORTS

- City Manager's Report

- Mayor Report
- Reports by Council Members

VIII.ADJOURN



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 4/26/2023
FROM: Traci Guldner, City Clerk
AGENDA ITEM
TITLE: Proclamation proclaiming May 2023, as National Preservation Month
MEETING
DATE: 5/9/2023
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

The proclamation is being requested by Lise Sundrla, Assistant Director with the Historic Beaufort Foundation.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Backup Material	4/26/2023



PROCLAMATION

WHEREAS, preservation groups, business and civic organizations across America celebrate Historic Preservation during the month of May through events that promote and honor historic places and heritage tourism, and demonstrate the social, cultural, and economic benefits of historic preservation; and

WHEREAS, we understand that historic preservation fosters community pride, revitalizes and retains the livability of neighborhoods, promotes sensitive and sustainable development, and

WHEREAS, historic preservation is a major component in the City's tourism economy and with more than 750,000 visitors annually who are attracted to the Beaufort's riverfront location, climate, architecture, and history; and

WHEREAS, in 1944, the John Mark Verdier House was slated for demolition when a group of forward-thinking citizens came together as the City's earliest preservationists to rescue the 1804 Federal Period structure located in the historic core business district, and

WHEREAS, Historic Beaufort Foundation was chartered in June 1965 to preserve, protect, and present sites and artifacts of historic, architectural, and cultural interest in Beaufort County, South Carolina, and

WHEREAS, Beaufort's National Register Historic District was designated a National Historic Landmark in 1973, the same year National Preservation Week was first proclaimed by resolution on May 5, 1973; and

WHEREAS, in 2023, the Beaufort community continues to celebrate the importance of our shared history and demonstrates its commitment to historic preservation and the need to cherish the unique sense of place Beaufort provides.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina do hereby proclaim the month of May 2023 as

NATIONAL PRESERVATION MONTH

in Beaufort, South Carolina, and urge the citizens of Beaufort to join in recognizing the critical role that historic preservation plays in our City and to our economy, and to celebrate the benefits of preservation year-round.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 9th day of May 2023.

Stephen D. Murray III, Mayor

ATTEST:

Traci Guldner, City Clerk



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 5/3/2023
FROM: Scott Marshall, City Manager
AGENDA ITEM
TITLE: Resolution in honor of William B. Harvey III, Esquire
MEETING
DATE: 5/9/2023
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

City Attorney, Bill Harvey, is being recognized for his dedicated service to the City of Beaufort.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Backup Material	5/4/2023

R E S O L U T I O N

I N H O N O R O F

WILLIAM B. HARVEY III, ESQUIRE

WHEREAS, William B. Harvey, III was first appointed as the City Attorney for the City of Beaufort on July 1, 1987; and

WHEREAS, he has been in the service of the City in that capacity for the last 36 years; and

WHEREAS, in those 36 years he has provided legal counsel to five Mayors, seven City Managers and dozens of City Council Members; and

WHEREAS, he has successfully represented the City in numerous lawsuits and appeals over the years; and

WHEREAS, he will be leaving the service of the City of Beaufort; and

WHEREAS, the City of Beaufort is appreciative of the many years of service provided by him;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Beaufort, South Carolina, duly assembled, wishes to express our gratitude to William B. Harvey, III for his many years of service to the City.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 9th day of May 2023.

STEPHEN D. MURRAY III, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK



City Council Worksession

Meeting Minutes – Planning Conference Room – 1st Floor

April 18, 2023

I. CALL TO ORDER

5:01 PM

Stephen D. Murray, III

Members of Council in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, Josh Scallate and Mayor Murray.

II. DISCUSSION – APPROVAL AUTHORITIES/CHAPTER 9

A. Metropolitan Planning Commission.

Curt Freese, Community and Economic Development Director stated that some of the goals for today were to discuss some of the Committees and processes that are located in Chapter 9. He went over the Metropolitan Planning Commission's structure and some concerns. He stated that the question is should the City establish its own Planning Commission.

Mayor Murray feels that the City should stand up its own Planning Commission, and sunset the Metropolitan Planning Commission. Policy and major regulatory issues can be sent to the Northern Regional Plan Implementation Committee for discussion.

Councilman Mitchell inquired what the relationship would be between the City Planning Commission and the Northern Regional Plan Implementation Committee.

Councilman Lipsitz asked if we did sunset the MPC, would Council be making the final decision or would this need to go to the Metropolitan Planning Commission. Mayor Murray stated no matter what is done, we would need to notify our partners in Beaufort County and the Town of Port Royal prior to the decision being made. Beaufort County would probably have no major issues, but the Town of Port Royal would then need to set up their own Planning Commission.

Mayor Pro Tem, McFee, expressed there is some merit in having our own Planning Commission.

Mr. Freese stated that any changes would need to be made by Ordinance.

The following addressed Council:

Sue Cosner, Chair of the MPC, a City appointed member.

Wendy Zara, Co-Chair of the MPC, a Town of Port Royal appointed member.

Graham Trask, 1211 Bay Street.

Paul Trask, City of Beaufort.

Benji Morillo, Chair of the Design Review Board.

Grant McClure, Coastal Conservation League.

Jeremiah Smith, Chair of the Historic District Review Board.

Council is supportive of the City having its own Planning Commission, but that ample time needs to be given to the County, and the Town of Port Royal, to consider what they would need to implement moving forward.

B. Text Amendment request regarding Redevelopment Review Authority.

Mr. Freese stated that a citizen submitted a text amendment change request. The proposal would be to change the reviewing authority on the Boundary/Bladen Street Redevelopment Districts from the staff level and send it to the Design Review Board. This was heard by the Metropolitan Planning Commission on December 19, 2022. The Board approved this request.

Mayor Murray inquired if the Design Review Board and the Planning Commission should be combined.

Councilman Scallate stated he would be supportive of the two entities merging together.

The following addressed Council:

Libby Anderson, requester of the text amendment.

Paul Trask, City of Beaufort.

Lisa Sundrla, Historic Beaufort Foundation.

Benjie Morillo, Chair of the Design Review Board.

Courtney Worrell, 303 Associates.

Dianne Farrelly, 2415 Oak Haven Street.

Ian Scott, 907 Emmons Street, Director, Beaufort Regional Chamber of Commerce.

Graham Trask, 1211 Bay Street.

Alice Howard, Beaufort County District 4, City resident.

Mayor Murray is supportive of the courtesy review that was suggested by Ms. Anderson. Staff should come up with a notification tool that pushes out all new applications to the citizens. This will allow for public feedback before final approval by staff.

Councilman Lipsitz would like to see staff level approval for smaller projects, and larger projects be sent to the Board.

Councilman Mitchell would like to see the approval stay with staff, but that there be time for public opinion.

Councilman Scallate agrees with the courtesy review notice and the reviewing authority staying with staff.

III. ADJOURN

7:07 PM

Disclaimer: This document is a summary. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at tguldner@cityofbeaufort.org.



City Council Worksession

Meeting Minutes – Planning Conference Room – 1st Floor

April 25, 2023

I. CALL TO ORDER

5:00 PM

Mayor Stephen D. Murray III

Members of Council in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, Josh Scallate and Mayor Murray.

II. PRESENTATIONS

A. Staff presentation of recommended FY-2024 Budget.

Scott Marshall, City Manager, began by stating that the recommended budget is \$30,526,792.00. This is similar to the FY-2023 Budget. The General Fund makes up the majority of the Revenue Sources at 77 percent. Under the Projected Expenses, Personnel and Operating costs make up the majority at 89 percent. The millage rate is expected to drop from 78.2 mills (\$108,784.00 per mill) to 73.9 mills (\$128,731.00 per mill). He stated that there is no new debt.

The public hearing and first reading on the Budget Ordinance will be held on May 23, 2023. The second and final reading will be held on June 13, 2023.

Alan Eisenman, Finance Director, then went over the breakdown of each fund showing expenditures and revenues related to each category.

You can visit the City's Financial Transparency Portal by using this link:

<https://www.cityofbeaufort.org/161/Financial-Transparency>

III. DISCUSSIONS

A. Fire Department - Ladder Truck Purchase - Discussion of a Budget Amendment for the purpose of reallocating funds for a down payment.

Tim Ogden, Fire Chief, stated that the Ladder truck is due for replacement in 2026. He mentioned that the build times range anywhere from 28 to 48 months. Two quotes have been received by Spartan Fire Apparatus for a 107' PUC Aerial Ladder. The first quote is for \$1,615,062.00, with an estimated delivery time of 28 months. There are only so many slots available per year for a truck to be manufactured. The second quote pushed back the delivery significantly because of new EPA Emission standards that will go into effect in 2027.

In order to get delivery in a timely manner, a \$500,000.00 down payment needs to be made now to get us within the window of a delivery date in 2026. A discount of \$37,865.00 would also be credited for making this down payment. It is recommended that 63 percent of the down payment be paid from the City Fire Impact Fee Fund (\$315,000.00) and the other 37 percent to

be paid by the Town of Port Royal (\$185,000.00). The City of Beaufort and Town of Port Royal have a contractual agreement for fire service.

Consensus from Council is to move forward.

- B. A Resolution authorizing the Mayor and City Council to execute an American Rescue Plan Act (ARPA) Stormwater Infrastructure Program Subrecipient Agreement between the City of Beaufort and the South Carolina Office of Resilience to fund a Stormwater Infrastructure Improvement Project that will mitigate the impact of future disasters.

Carrie Gorsuch, Infrastructure Project Support Coordinator, said that in November 2022, the City had applied for an ARPA - Funded Stormwater Infrastructure Program (ASIP) Project Grant for projects in the Charles/Craven Street and the Port Republic/Carteret Street Drainage Improvements Areas in the amount of \$7,537,351.00 through the South Carolina Office of Resiliency (SCOR).

On April 12, 2023, the City received notification that the award was granted in the amount of \$7,500,000.00. She was contacted by SCOR staff, and they confirmed this will be corrected to reflect the full amount.

Staff will be recommending approval of the resolution accepting the award in an upcoming Regular Council Meeting.

Ms. Gorsuch announced that the City just received notice of a 9.4-million-dollar Rural Infrastructure Authority (RIA) grant. This will be used for the downtown drainage projects along King Street.

James White, 521 New Street addressed Council.

Council is supportive of this moving forward.

IV. EXECUTIVE SESSION

Councilman Lipsitz made a motion to go into Executive Session and seconded by Mayor Pro Tem, McFee.

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law:
Discussion regarding the proposed sale or purchase of property.

Mayor Pro Tem, McFee, made a motion to recess the Executive Session and resume once the Regular Council Meeting has concluded. The motion was seconded by Councilman Lipsitz.

All were in favor, motion carried.

V. ADJOURN

10:53 PM

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City Council Worksession

Meeting Minutes – Planning Conference Room – 1st Floor

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All were in favor, motion carried.

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CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 5/2/2023
FROM: Linda D. Roper
AGENDA ITEM TITLE: Request from St. Peter's Catholic Church to conduct a Eucharistic procession and Co-Sponsorship on Sunday, June 11, 2023, from the Catholic Church on Lady's Island to Henry C. Chambers Park and proceed to the Catholic Church on Carteret Street
MEETING DATE: 5/9/2023
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

St. Peter's Catholic Church is requesting permission and co-sponsorship for a Eucharistic procession along the sidewalks from the Catholic Church on Lady's Island to the Pavilion at the Henry C. Chambers Park for a brief prayer and blessing and then proceed to the Church on Carteret Street.

This procession has been conducted for the past two (2) years without incident and has been coordinated with the Police Department.

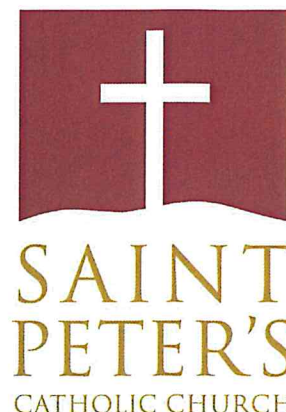
PLACED ON AGENDA FOR: Action

REMARKS:

All departments have been briefed and staff recommends approval as long as the Church contracts with the Police Department for traffic control along the route.

ATTACHMENTS:

Description	Type	Upload Date
St. Peters Processional 2023	Cover Memo	5/2/2023



April 28, 2023

Linda D. Roper
City of Beaufort
500 Carteret St.
Beaufort, SC 29902

Dear Ms. Roper,

St. Peter's clergy, staff and parishioners wish to conduct a Eucharistic procession on Sunday, June 11th to coincide with The Church's feast of Corpus Christi. We held the same procession last year on Sunday, June 12th. The purpose of the procession is to publicly display our devotion to Jesus Christ while inviting all in Beaufort to participate in this simple, yet solemn and dignified tradition.

Our procession is lead by a small cadre of altar servers carrying a crucifix and candles. They are immediately followed by our pastor who is carrying our sacred vessel while walking under a canopy that is held by an honor guard. This entourage is followed by any and all parishioners and guest who care to participate. That group could consist of between 100 and 200 people. Processors sing hymns or pray quietly along the route.

The procession shall proceed along the route shown on the attached maps. We would like to once again pause at the pavilion for a short rest, prayer, and blessing over the city. That pause last for only 20 to 30 minutes. The procession then re-starts and proceeds along backstreets, and finally ending at our historic church at the corner of Duke and Carteret.

The faithful will gather at and around the historic church for adoration for a brief period. Once completed, they will either walk back to St. Peter's Lady's Island or catch a ride back on one of our small busses or vans.

City of Beaufort police help at the downtown intersections would be nice to have but not absolutely necessary. Police were not available last year and we utilized volunteers to briefly pause traffic when and where needed.

Thank you for your consideration.

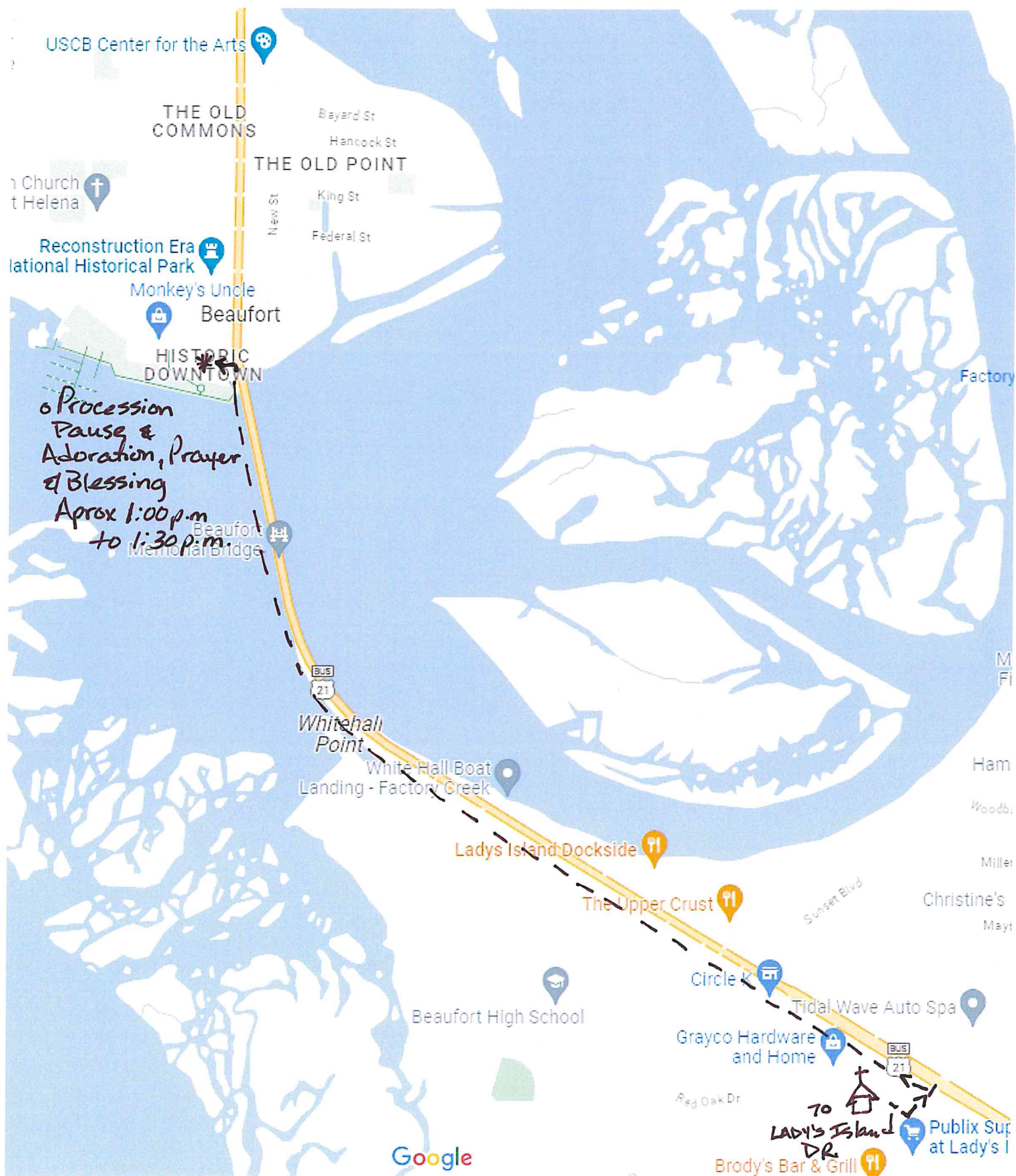
Yours in Christ,

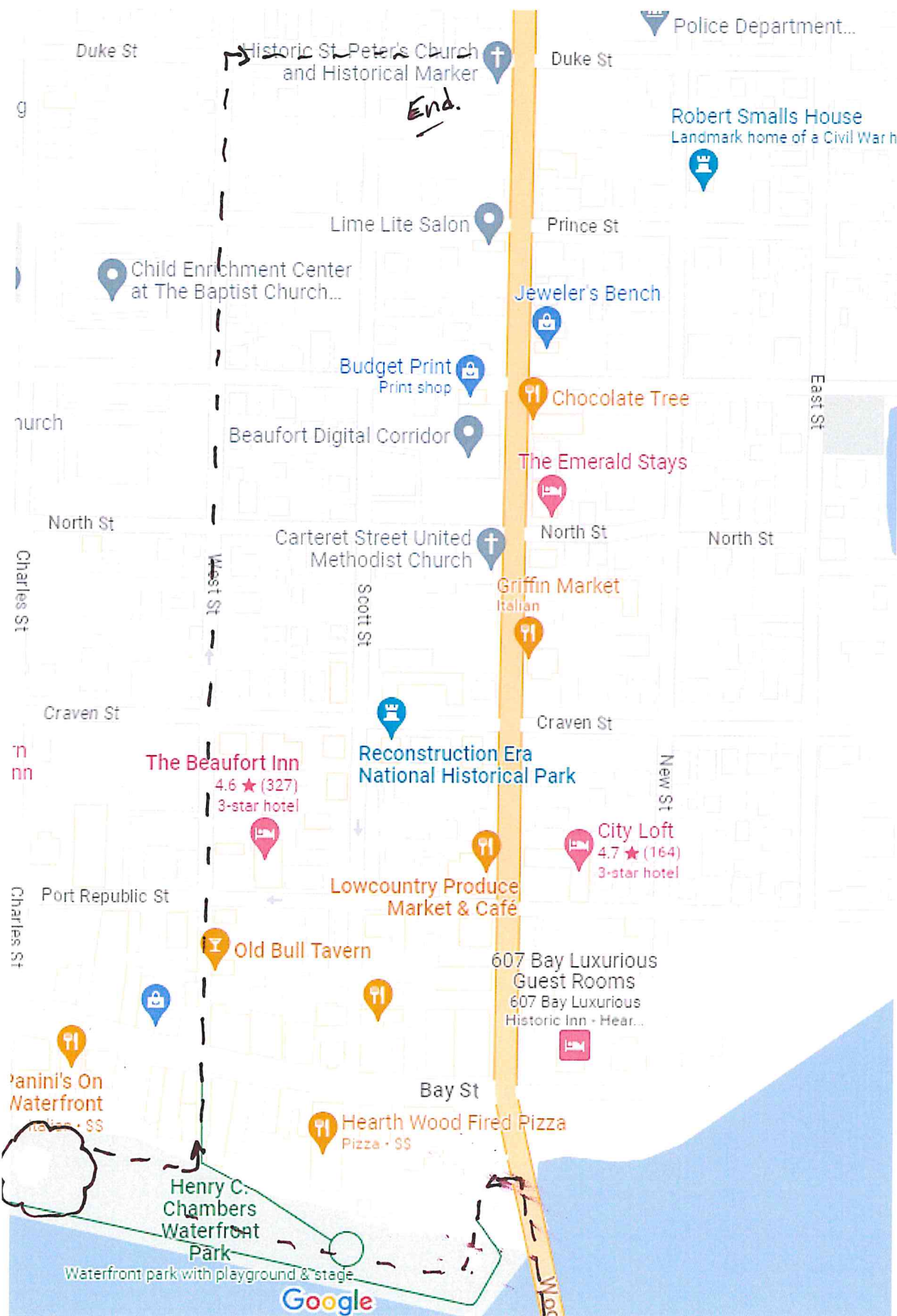
Willard R. Fosberry, Parish Manager

70 Lady's Island Drive • Beaufort, South Carolina 29907

Phone: (843) 522-9555 • Fax: (843) 522-0667

www.stpetersbeaufort.org • office@stpetersbeaufort.org





- o Pause at pavilion and green for Prayer & Blessing. Aprox 1: p.m to 1:30p.m
- o Procession re-starts and ends at St. Peter's Carteret + St.

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event St. Peter's Eucharistic Procession

Date of Event: 6/11/2023

Contact person: Willard Fosberry
Telephone: 843-346-6349 (cell)

Please check all that apply.

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

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

Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.

Events Coordinator Recommendation: Approved: _____ Denied: _____

Explanation: _____

Forward for Council Deliberation: _____
Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____



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

Phone: 843-379-7063

Fax: 843-986-5606

Name of Event: <u>St. Peter's Eucharistic Procession</u>	Date(s) of Event: <u>6/11/2023</u> Setup start/end time: <u>12n to 3pm.</u> Actual event start/end time: <u>12 noon</u> Take down start/end time: <u>11 a.m. / 2pm.</u>
Organization/Individual Name: <u>St. Peter's Catholic Church</u>	Address: <u>70 Lady's Island Dr.</u> Telephone: <u>843-522-6501</u> Email: <u>parish manager @ st peters beaufort.</u> <u>org</u>

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

Please mail completed application to:

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

or scan and email to ahackenberger@cityofbeaufort.org.

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7063 or visit our website at www.cityofbeaufort.org

Is event open to the public? Yes

Will admission be charged, or donation required? No

Will alcoholic beverages be sold? No Served? No

Will food be sold? No Served? No

Will there be any retail sales? No

Number of people expected to attend: 200

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
* <u>Pavilion</u>	<u>\$ 350.00</u>	\$ 500.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 450.00	\$ 750.00	
Electric Fee	\$ 50.00	\$ 75.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

* *Need electric & no irrigation system running 12noon- 2p.m.*

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

Did you know?

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

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

Liability Insurance

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

General Liability as follows:

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

Alcohol

- To serve alcohol or liquor at your event, you must obtain City Council approval.
 - If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070.
- City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.



Lessee/Applicant Signature

4/28/2023

Date

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

Events Coordinator -Andrea Hackenberger

Date Application Received

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



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 5/2/2023
FROM: Carrie Gorsuch
AGENDA ITEM A resolution authorizing the Mayor and City Council to execute a South Carolina
TITLE: Infrastructure Investment Program Agreement between the City of Beaufort and the
South Carolina Rural Infrastructure Authority to Fund a Stormwater Infrastructure
Improvement Project
MEETING
DATE: 5/9/2023
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

In September of 2022, the City of Beaufort applied for a South Carolina Stormwater Infrastructure Investment Program Program (SCIIP) Project for the projects on King Street Drainage Improvement Areas in the amount of \$9,460,299 through the Rural Infrastructure Authority (RIA).

The application submittal is attached for background.

The City received an award notification from RIA on April 24, 2023.

The attached resolution authorizes the City Manager to execute the grant award and agreement.

PLACED ON AGENDA FOR: Action

REMARKS:

Requesting council approval for the City Manager to execute the grant award and agreement.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Backup Material	5/2/2023
Grant Award and Agreement	Backup Material	5/2/2023
RIA Grant Application	Backup Material	5/2/2023

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A SOUTH CAROLINA INFRASTRUCTURE INVESTMENT PROGRAM (SCIIP) AGREEMENT BETWEEN THE CITY OF BEAUFORT AND THE SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY TO FUND A STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT.

WHEREAS, the City of Beaufort recognizes the need for the stormwater infrastructure improvements; and

WHEREAS, the City of Beaufort has a proposed stormwater drainage project called King Street Drainage Improvement Projects; and

WHEREAS, the City of Beaufort anticipates receiving \$9,460,299 in grant funds from the South Carolina Rural Infrastructure Authority's South Carolina Infrastructure Investment Program (SCIIP) and commits local funds in the amount of \$1,669,464 (15% of the project costs) to carry out infrastructure improvements in a timely manner; and

WHEREAS, the City of Beaufort agrees to carry out the activities set forth in the approved application and special conditions of the Grant Agreement; and

WHEREAS, the City of Beaufort will uphold these infrastructure improvements in a manner that conforms to requirement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Beaufort, South Carolina this 9th day of May 2023, that the City of Beaufort respectfully accepts funding provided by the South Carolina Rural Infrastructure Authority through the South Carolina Infrastructure Investment Program to fund city infrastructure improvements.

BE IT FUTHER RESOLVED that the City Manager is authorized to execute the agreement dated April 24, 2023, between the City of Beaufort and the South Carolina Rural Infrastructure Authority.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR, the 9th day of May 2023.

Stephen D. Murray, III Mayor

ATTEST:

Traci Guldner, City Clerk



Grantee: **City of Beaufort**

Date of Award: **April 24, 2023**

Grant Title: **Drainage Improvements**

SCIIP Award Amount: **\$9,460,299**

Grant Period: **April 24, 2023 – June 1, 2026**

SCIIP Grant Number: **A-23-C014**

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards to the above-named Grantee, in the amount shown above, for the activities specified in the application which is incorporated by reference and for the purposes authorized. The acceptance of this award creates a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement for which this is the signature page. Please note that the grant is also subject to the **Special Conditions** which are attached to and made a part of this Grant Award.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within forty-five (45) days from the date of award.

Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

Acceptance for the Grantee:

Signature of Executive Official (with authority to execute contract)

Date

Name and Title of Chief Executive Official

Attest:

Signature of Authorized Official

Title of Authorized Official

Grantee:	City of Beaufort	Date of Award:	April 24, 2023
Grant Title:	Drainage Improvements	SCIIP Award Amount:	\$9,460,299
Grant Period:	April 24, 2023 – June 1, 2026	SCIIP Grant Number:	A-23-C014

Special Conditions

1. If any SCIIP funds will be used to pay for engineering services, grantee must submit the proposed procurement documents for those services for RIA review before advertising.
2. Grantee (or its designated representative) must attend the planned SCIIP Implementation Workshop. More information will be provided as soon as it is available.
3. Grantee is required to participate in a start-up technical assistance meeting with RIA staff.
4. Grantee must comply with the SCIIP Project Management Procedures.

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

GRANT AGREEMENT

Grantee: City of Beaufort (Grant #A-23-C014)

In accordance with the provisions of the South Carolina Rural Infrastructure Act, Section 11-50-10, et seq., of the Code of Laws of South Carolina, 1976, as amended (the "Code"), Act 244 of 2022, and the Intergovernmental Agreement for the State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) in the State of South Carolina between the South Carolina Department of Administration, Executive Budget Office (EBO) and the South Carolina Rural Infrastructure Authority (the "Authority"), the Authority has established the South Carolina Infrastructure Investment Program (SCIIP) and does commit to the Grantee, a grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). Acceptance of the Agreement creates a contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application, including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with applicable state and federal laws, rules and regulations, the terms and conditions set forth in this Agreement, SCIIP requirements and project management procedures, as well as any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement. The Grant Award must be executed and returned to the Authority within 45 days of the Award Date.

Section 1: DEFINITIONS.

- (a) Agreement means the Grant Award and Grant Agreement, including the Supplemental Terms and Conditions and Federal Award Identification attached to the Grant Agreement as **Exhibits A and B**.
- (b) Application means the Grant application forms submitted by the Grantee and approved by the Authority.
- (c) Grant Award means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) Award Date means the date on which the Grant is awarded by the Authority.
- (e) Grant Period means the time period reflected in the Grant Award during which the Grant will be implemented.

- (f) Contractor means a third-party contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.
- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) Grantee means the unit of government or other eligible entity such as a special purpose service district, public works commission, or joint municipal organization designated for the Grant and set forth in the Grant Award.
- (j) Project means the project identified and described in the Application.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: SCIIP REQUIREMENTS AND PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of ARPA as well as all federal rules and regulations, including the terms of 2 C.F.R. Part 200 and all rules published to date and that may be published in the future by the United States Treasury related to the SLFRF and ARPA, and any applicable State rules and regulations, including the terms of Act 244 and any project management procedures provided by the Authority. The Grantee must also comply with the terms of this Agreement, as supplemented by Exhibit A and by this reference made a part hereof.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is incorporated by reference and made a part of this Agreement, unless otherwise approved in writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application.

The Grantee must obtain from the Authority a written notice to proceed prior to incurring costs against the Grant. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds. Any pre-award expenses must have been incurred on or after March 3, 2021 and should be identified in the Application. The Authority must review any pre-award expenses and confirm compliance with State and federal requirements before approving reimbursement. The Grantee acknowledges that all SLFRF funds in the SCIIP must be expended by the Authority on or before December 31, 2026 and that Grantee must seek payment for approved pre-award costs and other eligible expenditures during the Grant Period.

Section 5: PAYMENT. The Grantee must submit to the Authority during the Grant Period a certified request for payment for eligible expenses that are documented by the Grantee.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses, that the Authority may reasonably require, must be submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements (also referred to as Uniform Guidance) found in 2 C.F.R. Part 200. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT REQUIREMENTS. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. If the Grantee expends \$750,000 or more in federal awards during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must be conducted in accordance with 2 C.F.R. Part 200, Subpart F – Audit Requirements. If the Grantee expends less than \$750,000 during the Grantee's fiscal year, the audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Federal award identification for auditing purposes is located in **Exhibit B** attached hereto.

Section 8: GRANTEE CERTIFICATION. By signing this Agreement and accepting the Grant, the Grantee certifies that:

- (a) Grantee agrees to comply in all respects with:
 - a. All applicable United States Treasury rules, policies, procedures, and directives;
 - b. Uniform Guidance under 2 C.F.R. Part 200, including uniform administrative requirements, cost principles, and audit requirements; and

- c. All reporting and compliance guidance published to date and that may be published in the future
- (b) Grantee uses an effective internal control system;
- (c) Grantee will provide for matching funds as set forth in the Application, or any amendments appended hereto, and such matching contribution, if required, shall not include federal non-SLFRF funds, unless otherwise approved by the federal agency; and
- (d) Neither the Grantee nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department, the Authority or any local government department or agency. The Grantee further agrees that it will immediately notify the Authority if during the term of this Agreement it or any of its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, the Authority or local government department or agency.

Section 9: PROCUREMENT: All purchases of goods and services made with Grant funds shall be procured in compliance with the requirements set forth in 2 C.F.R. Part 200.317-27.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority (or other State Agency) and/or the United States Treasury documentation of the procurement process used in connection with expenditure of Grant funds. If the Grantee fails to adhere to procurement procedures required by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 10: NON-DISCRIMINATION. The Grantee agrees to comply with the federal nondiscrimination requirements in 2 C.F.R. Part 200.321 and as set forth in **Exhibit A**, Section 5 and shall require that its Subrecipients and Contractors with these same requirements.

Section 11: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a Subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State or federal government.

The Grantee must submit all proposed agreements with Subrecipients or Contractors engaged to perform work within the scope of the Grant to the Authority prior to executing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with applicable law.

Section 12: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under applicable law.

Section 13: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to executing construction contracts.

Section 14: SIGNS. Any signs installed at the Project site must be pre-approved by the Authority and must acknowledge funding by the Authority.

Section 15: PROJECT START-UP. The Project must be substantially underway within a reasonable period of time, as determined by the Authority in its sole discretion, in order to meet federal expenditure guidelines applicable to SLFRF funds. If the Grantee does not begin the Project within a reasonable period as determined by the Authority, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee, and terminate this Agreement.

Section 16: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority shall be appended to this Agreement as an amendment.

Section 17: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in writing by the Authority prior to any payment with Grant funds.

Section 18: FUNDING UNDERRUNS/OVERRUNS. In the event of cost underruns, the Grantee must consult with the Authority to determine in the Authority's sole discretion whether remaining Grant funds will be redirected to other eligible activities or returned to the Authority. The Grantee agrees that it will commit and provide monies from other non-SLFRF funds for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for cost overruns.

Section 19: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within the timeframe reflected in the Grant Award, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended, accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority and/or de-obligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays, justification for the request, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension of the Grant Period to complete the Project; provided, however, that the Authority definitively determines that all federal dollars shall be expended by December 31, 2026. The Authority may terminate the Grant if it cannot be completed in a timely manner and require that any portion of the Grant not disbursed to the Grantee be de-obligated and reverted back to the Authority for reallocation to other eligible projects at the discretion of the Authority, subject to any approvals required by Act 244.

Section 20: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be in such form as required by the Authority and are due on the first day of the quarter after Grant Award. Quarters begin and quarterly reports are due on January 1, April 1, July 1 and October 1 each year. Failure to submit progress reports will make the Grantee subject to the sanctions identified herein. A final close out and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the United States Treasury as such reports relate to the SLFRF and ARPA.

Section 21: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of five years after its final disposition or until December 31, 2031, whichever is later. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than five years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of five years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 22: MONITORING. The Grantee acknowledges that the Grant is subject to 2 C.F.R. Part 200.331 regarding monitoring and management and that Grantee must maintain all Project-related or Grant-related records for review by the Authority (or other State agency) and/or the United States Treasury as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, SCIIP guidelines, or other State or federal requirements. Such records shall be made available for random audit and review by the Authority (or other State agency) and/or the United States Treasury, which shall have access to personnel of the Grantee for purposes of interview and discussion related to the records. Generally, the monitoring entity will provide at least 24-hour advance notice of any review to be completed during business hours. Deficiencies noted during the review must be fully cleared within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement and the Grantee will be subject to sanctions as specified herein.

Section 23: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve him of any obligation with respect to the Grant or this Agreement. By acceptance of this Grant, the Grantee warrants that it will

complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds. If completion of the Project does not require the full amount of the Grant, and the timing of the completion does not allow for re-obligation of the funds, the Authority may further reduce the adjusted amount of the Grantee's matching contribution in an amount equivalent to the remaining Grant funds, subject to any approvals required by Act 244.

Section 24: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- other sanctions as deemed appropriate by the Authority.

Section 25: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon thirty (30) days written notification.

Section 26: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party.

Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

Section 29: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall maintain a conflict of interest policy in compliance with federal requirements as set forth in **Exhibit A**, Section 4 and shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this

Agreement this provision prohibiting such interest. The Grantee shall further comply with Section 8-13-100 et. seq. of the Code and generally avoid any action that might result in or create an appearance of conflict.

Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.

Section 31: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the United States Congress or Senate or the South Carolina General Assembly or any federal or State agency, including the restrictions on lobbying set forth in 31 CFR Part 21.

Section 32: POLITICAL ACTIVITY. None of the Grant funds or materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code.

Section 33: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 34: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and/or state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 35: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Scott Marshall
City Manager
City of Beaufort
1911 Boundary Street
Beaufort, South Carolina 29902

Section 36: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are dependent upon the continued availability of appropriated funds and expenditure authority from the South Carolina General Assembly for this purpose. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 37: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided, however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

Section 38: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure pursuant to the South Carolina Freedom of Information (FOI) Act and that the Grantee and the Authority are required to comply with the provisions of the FOI Act.

Section 39: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 40: LIABILITY. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended.

Section 41: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

Section 42: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 43: ASSIGNABILITY: The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the Authority.



EXHIBIT A

SUPPLEMENTAL TERMS AND CONDITIONS

1. Use of Funds.

- a. Grantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

2. Maintenance of and Access to Records

- a. Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations.

3. Pre-award Costs. Except for pre-award costs expressly outlined in the Agreement and authorized by the Authority, pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.



4. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantees must disclose in writing to Treasury or the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
5. Compliance with Applicable Law and Regulations.
 - a. Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.



- v. Grantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. All contracts made by Grantee in excess of \$100,000 with respect to a water and sewer infrastructure project that involves employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- c. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and



- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by RIA and local governments or instrumentalities or agencies thereto.



SCIIP

South Carolina
Infrastructure
Investment Program

Grant Application

Applicant Information				
Applicant Name:		City of Beaufort		
Mailing Address:		1911 Boundary Street		
City, State and Zip:		Beaufort, SC 29902	County:	Beaufort
Utility Service Population: ☐ 30,000 or more ☐ 3,301 - 10,000 ☒ 10,001 - 29,999 ☐ 3,300 or fewer		☐ Check here if applicant is submitting on behalf of a not-for-profit water/sewer company or other eligible entity. Name: _____		
NPDES Permit Number:		☒ N/A	PWS ID Number:	☒ N/A
Regional Project Participants:		Beaufort County ☐ N/A		
Project Description:				
Project Title:		King Street Drainage Improvements		
Project Summary: (2-3 sentences)		The King Street drainage project involves upgrading severely undersized roadway drainage systems along King Street and installation of a stormwater pumping station at the systems Federal Street outfall. The proposed project will serve approximately 40 acres within the historic downtown area. The new system will provide flood resiliency from both rainfall and tidal flooding both today and for future years to come.		
Grant Category:		Type of Project:		Project Benefit:
☒ Community Impact ☐ Regional Solutions ☐ Viability Planning		Check all that apply: ☐ Water ☒ Stormwater ☐ Sewer ☐ Planning		Number of customers/taps directly served by project: Residential: <u>133</u> Business: <u>57</u>
Funding Request & Budget Summary <i>A detailed estimate of all costs must be attached.</i>				
Source	Construction Costs*	Non-Construction Costs	Total	% of Total**
SCIIP Funds Requested:	\$ 9,129,763	\$ 330,536	\$ 9,460,299	85%
RIA State Funds Requested: Service pop ≤10K or Tier III/IV	\$ 0		Total Local Investment Dollars: \$ 1,669,464	Total Local Investment Percentage: 15%
Other: _____	\$ 0	\$ 0		
Other: _____	\$ 0	\$ 0		
Local Funds:	\$ 0	\$ 1,669,464		
Total Project Funding:	\$ 9,129,763	\$ 2,000,000	\$ 11,129,763	
* Include a 25% construction contingency allowance ** SCIIP local investment requirements (the minimum percentage of project costs that must be provided by non-SCIIP funds): Community Impact Large Systems (≥30,000 service pop.): 25% of project costs Small Systems (<30,000 service pop.) or those in Tier III/IV Counties: 15% of project costs Regional Solutions: 15% Viability Planning: None				

Project Schedule & Readiness

Milestone	Expected/Actual Completion		
Final Design	Date: <u>03/01/2024</u> ☐ N/A	Permits required (list types):	USACE (401/404), SCDHEC (NOI), SCDOT (encroachment), Beaufort (MS4/land disturbance), OCRM (CZC)
Permits Acquired	Date: <u>03/01/2024</u> ☐ N/A		
Acquisition	Date: _____ ☒ N/A	# of easements/parcels needed:	0
Advertise for Bids	Date: <u>03/08/2024</u> ☐ N/A	# of contracts planned:	3
Start of Work	Date: <u>05/08/2024</u> ☐ N/A	Federal final expenditure deadline is December 2026	
Completion of Work	Date: <u>11/03/2025</u> ☐ N/A		

Contact Information

	Name	Title	Phone	Email Address
Chief Elected or Administrative Official:	Bill Prokop	City Manager	843-525-7070	wprokop@cityofbeaufort.org
Local Project Contact:	Carrie Gorsuch	Project Coordinator	843-986-5609	cgorsuch@cityofbeaufort.org
Local Financial Contact:	Allan Eisenman	Finance Director	843-525-7009	aeisenman@cityofbeaufort.org
Engineer/Consultant:	Ryne C. Phillips	Senior Engineer	843-554-8602	rphillips@davisfloyd.com

Certification

As the Chief Executive Official for the applicant, I certify that the information in this request and the attachments is complete and correct and that the applicant has authorized submission of this request for the SC Infrastructure Investment Program, which is funded through State Fiscal Recovery Funds allocated to the State of South Carolina and authorized by the American Rescue Plan Act, to assist in carrying out the project described herein. Further, I acknowledge that the herein described project will meet an eligible use of these funds as defined by U.S. Treasury's State and Local Fiscal Recovery Funds program guidelines, and that if awarded this project will comply with all applicable federal, state, and local regulations and laws.

Bill Prokop

City Manager

Name of Chief Executive Official
(Elected or Administrative)

Title

Signature*

Date

* Please save this completed form for electronic submission prior to signing. Do NOT submit a scanned version. The printed form with original, pen-and-ink signature must be mailed or delivered as detailed on page 6.

Please see the following pages for required attachments and application submission instructions.

Applications must be received by 5:00 pm on September 12, 2022.

ATTACHMENTS FOR CAPITAL IMPROVEMENT PROJECTS (Community Impact & Regional Solutions Grants)

ATTACHMENT 1: APPLICATION NARRATIVE

Attach a brief narrative about the project that addresses each of the topics indicated.

A. NEED

Explain the need for this project including:

- a summary of the current condition, capacity and deficiencies of existing facilities
- the frequency and severity of the problem

B. PROJECT DESCRIPTION

Provide a detailed description of the project, including all activities regardless of funding source

C. FEASIBILITY

- Identify how the project will cost-effectively solve the problem or improve conditions including consideration of two other alternatives.
- Explain how the project will be carried out to meet the December 2026 federal expenditure deadline, including any anticipated problems or delays
- Provide specific plans for preparing for and dealing with cost overruns
- **For systems serving up to 10,000 people or those in Tier III/IV counties that are requesting up to \$500,000 in RIA state grant funds to supplement local investment, provide rationale for the need and impact of requesting these funds**
- Describe any interest in implementation of a "dig once" plan for incorporation of broadband conduit during project construction. Such projects will be referred to the Office of Regulatory Staff for possible coordination and funding.

D. BENEFITS/IMPACT

- Explain how the project will make a transformative impact on the community and address one or more of the following priorities:

Community Impact Grants

1. **Regional Solutions**
projects that implement solutions that impact multiple systems
2. **Water Quality**
projects that address consent orders, violations, or other public health or environmental impacts
3. **Resilience and Storm Protection**
projects that help utilities prepare for emergencies
4. **Other Aging Infrastructure**
projects that upgrade or replace infrastructure that has exceeded its useful life
5. **Capacity**
projects that improve service for existing residents while preparing for future opportunities

Regional Solutions Grants

1. The project results in a consolidation or operating agreement with at least one small system with viability concerns
2. The project results in an expanded partnership agreement with at least one small system with viability concerns
3. The project results in a consolidation or operating agreement with other systems

- Include any additional information that should be considered in evaluating the proposed project.

Required attachments for capital improvement projects are CONTINUED on the next page.

ATTACHMENTS FOR CAPITAL IMPROVEMENT PROJECTS (Community Impact & Regional Solutions Grants) *cont'd*

ATTACHMENT 2: PRELIMINARY ENGINEERING COST ESTIMATE

- A detailed, itemized cost estimate for both construction and other costs, prepared within the past year.
- A 25% construction contingency should be included as a separate line item.
- A PER may be attached but is NOT required.

ATTACHMENT 3: PROJECT LOCATION AND SERVICE AREA MAPS

One or more maps showing the system service area as well as location, size and/or capacity of existing and proposed infrastructure within the project service area. Identify census tracts for the proposed infrastructure. Use symbols and color-coding to identify activities.

ATTACHMENT 4: FUNDING AND OTHER COMMITMENTS

- Commitments of all non-RIA funds required to implement the project:
 - For local funds, a letter of commitment (with original signature) from the chief elected or administrative official. The letter should identify the source of the funds (e.g., general fund or enterprise fund) and when the funds will be available.
 - For other sources, a copy of the award letter or other documentation from the agency that includes the amount of funds awarded.
- Certification of public ownership for all necessary easements/rights-of-way or other real property already acquired for this project.
- If the applicant proposes improving infrastructure that it does not own, include a letter from the system owner describing the partnership between the two entities and granting permission for the applicant to carry out the project.

ATTACHMENT 5: VIABILITY SELF-ASSESSMENT FOR RIA STATE GRANT REQUESTS

Utilities serving 10,000 people or less OR located in Tier III/IV counties may request RIA state grant funds up to \$500,000 to supplement the local investment requirement. Those applicants must download and complete the Utility Viability Tool and submit the Results Summary as part of this application. Other applicants may **choose** to complete the tool and submit the results to document need.

The Utility Viability Tool can be downloaded at ria.sc.gov/utility-viability/.

ADDITIONAL ATTACHMENTS

Include any other relevant documentation that supports the application narrative. Examples may include:

- Sanitary surveys or compliance inspections to document existing issues
- Notice of violations, consent orders, or corrective action plans related to the project
- Test results, customer complaints, repair logs, photos, etc. documenting the problem to be addressed

ATTACHMENTS FOR VIABILITY PLANNING PROJECTS

ATTACHMENT 1: APPLICATION NARRATIVE

Attach a brief narrative about the project that addresses each of the topics indicated.

A. NEED

Explain the need for this project including:

- Specific technical, financial and managerial challenges faced by the applicant
- Steps that have been taken to strengthen viability

B. PROJECT DESCRIPTION

Provide a detailed description of all proposed planning activities regardless of funding source

C. FEASIBILITY

- Identify how the planning activities will cost-effectively address the challenges identified
- Explain how the planning activities will be carried out to meet the December 2026 federal expenditure deadline, including any anticipated problems or delays
- Provide specific plans for preparing for and dealing with cost overruns

D. BENEFITS/IMPACT

- Describe how the outcome of the planning activities will be used to support long-term viability, including plans for the implementation of any recommendations
- Include any additional information that should be considered in evaluating the proposed project

ATTACHMENT 2: DETAILED COST ESTIMATE

A detailed, itemized cost estimate for all proposed activities, prepared within the past year

ATTACHMENT 3: SERVICE AREA MAPS

County or municipal road/street maps identifying the applicant's service area including the census tracts

ATTACHMENT 4: FUNDING AND OTHER COMMITMENTS

- Commitments of all non-RIA funds required to implement the project:
 - For local funds, a letter of commitment (with original signature) from the chief elected or administrative official. The letter should identify the source of the funds (e.g., general fund or enterprise fund) and when the funds will be available.
 - For other sources, a copy of the award letter or other documentation from the agency that includes the amount of funds awarded.

ADDITIONAL ATTACHMENTS

Include any other relevant documentation that supports the application narrative. Examples include:

- Sanitary surveys, compliance inspections, or other documentation of regulatory issues
- Documentation of system challenges such as financial statements or the results summary from the Utility Viability Tool which can be downloaded at ria.sc.gov/utility-viability/.

To ensure the proposed project complies with program guidelines (including eligibility, local investment and budget/cost feasibility), please review the [SCIIP Program Strategy](#) before completing the application.

Submission Instructions

Applications must be submitted **both** electronically and in hard copy. Please carefully review the required submissions:

1. **2 hard copies** of the signed application and attachments:

- a. One original version with **original, pen-and-ink** signatures on the application certification and any local funding commitment letters
- b. One duplicate copy of the full application (all attachments included)

Hard copies may be mailed or hand-delivered but must be received by 5:00 p.m. on September 12, 2022.

AND

2. **Required electronic files** (2 separate PDFs):

- a. The PDF of the application form, completed but unsigned and saved in its original format (NOT printed and scanned)
- b. A **single** PDF of all attachments, in the requested order

Electronic files may be emailed to info@ria.sc.gov or sent on a flash drive with the hard copies.

Mailing Address
SC Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Delivery Address
SC Rural Infrastructure Authority
1201 Main Street, Suite 1740
Columbia, SC 29201

Email Address
info@ria.sc.gov

All application submissions (both hard copies and electronic files) must be RECEIVED by 5:00 p.m. on September 12, 2022.

Please contact RIA staff with any questions about application requirements or submission procedures.

803-737-0390
info@ria.sc.gov



**South Carolina
Rural Infrastructure Authority**



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 5/2/2023
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: Ordinance to amend FY23 Budget for utilization of Fire Impact Fee Revenues as down payment for New Fire Truck- 1st reading
MEETING DATE: 5/9/2023
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The next fire truck due for replacement in 2026 is a Ladder Truck. Currently Ladder Truck build times range from 28-48 months. Spartan Fire Apparatus, our sole source truck vendor, has provided two quotes and specifications for a 107' PUC Aerial Ladder.

The first quote is for \$1,615,062 with an estimated delivery of 28 months, that is currently available. The second quote pushes the delivery time back to 48 months due to new EPA Emission standards that will start soon due to the number of trucks being built.

The FY23 budget amendment is for a \$500,000 down payment through Fire Impact Fees Fund to secure a purchase of fire truck within the 28 month delivery timeframe.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends Council approve first reading of budget ordinance to secure purchase of fire truck.

ATTACHMENTS:

Description	Type	Upload Date
Budget Ordinance Amendment	Cover Memo	5/2/2023

ORDINANCE

AN ORDINANCE TO AMEND CITY OF BEAUFORT ORDINANCE 7-22 FOR THE FISCAL YEAR 2022-2023 CITY OF BEAUFORT BUDGET TO PROVIDE FOR THE EXPENDITURES OF FIRE IMPACT FEES FUND AND TO ALLOCATE THE SOURCES OF REVENUES FOR FIRE IMPACT FEES FUND.

WHEREAS, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, on June 21, 2022, City of Beaufort adopted Ordinance No. 7-22 which set the City's FY 2022-2023 budget and associated expenditures; and

WHEREAS, the City of Beaufort is committed to providing the best resources available for public safety and emergency services for our community; and

WHEREAS, the City of Beaufort and Town of Port Royal Fire Department's next fire truck due for replacement in 2026 is a ladder truck and their current build times range from 28 to 48 months; and

WHEREAS, the City's sole source fire truck vendor has provided quotes for a 107' PUC Aerial Ladder Truck for \$1,615,062 with an estimated delivery of 28 months; and

WHEREAS, the fire truck vendor requires a \$500,000 down payment to secure a purchase within the 28 month delivery timeframe; and

WHEREAS, the City of Beaufort and Town of Port Royal fire services agreement uses rooftop count to determine allocation of funding and the fiscal year 2023 rooftop count was 63% City of Beaufort and 37% Town of Port Royal; and

WHEREAS, the City of Beaufort will pay for \$500,000 down payment to secure the fire ladder truck and will bill the Town of Port Royal for their 37% allocation based on rooftop count of \$185,000 for reimbursement; and

WHEREAS, it has been determined to be necessary and proper to appropriate certain funds for expenditures which are immediate in need; and

WHEREAS, in the interest of good accounting practices and transparency in the budget process it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

NOW, THEREFORE, BE IT ORDAINED by City of Beaufort Council that the FY 2022-2023 City of Beaufort Ordinance 7-22 is hereby amended as follows:

SECTION 1. AMENDMENT

Fire Impact Fees Fund

Revenues

Fire Impact Fees	\$ 315,000
Intergovernmental- Port Royal	<u>185,000</u>

Total Revenues	<u><u>500,000</u></u>
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Expenditures

Capital Acquisitions	<u>500,000</u>
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Total Expenditures	<u><u>\$ 500,000</u></u>
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SECTION 2. EFFECTIVE DATE

This Ordinance shall be effective upon its enactment by the City Council for the City of Beaufort.

STEPHEN D. MURRAY III, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1ST Reading May 9, 2023

2nd Reading & Adoption _____

Attachments:

- A. Fire Impact Fees Fund FY23 Budget
- B. Consolidated FY23 Revised Budget

Fire Impact Fees Fund FY23 Budget

	Adopted FY23 Budget	Budget Amendment #1	Revised FY23 Budget
<u>Revenues</u>			
Licenses & Permits	130,000	315,000	445,000
Intergovernmental Revenue	-	185,000	185,000
Total Fire Impact Fees Fund Revenues	\$ 130,000	\$ 500,000	\$ 630,000
<u>Appropriations</u>			
Capital Outlay	-	500,000	500,000
Total Fire Impact Fees Fund Appropriations	\$ -	\$ 500,000	\$ 500,000

Consolidated FY23 Revised Budget

	General Fund	ARPA Fund	Parks & Tourism Fund	Stormwater Fund	State Accommodations Fund	Fire Impact Fund	Total
Revenues	<u>\$ 22,960,790</u>	<u>\$ 4,096,515</u>	<u>\$ 4,097,200</u>	<u>\$ 1,212,761</u>	<u>\$ 633,333</u>	<u>\$ 630,000</u>	<u>\$ 30,744,412</u>
Salaries	\$ 9,079,180	\$ -	\$ 1,551,487	\$ 335,663	\$ 15,474	\$ -	\$ 10,675,173
Benefits	3,363,976	-	614,883	135,917	8,573	-	4,123,349
Operating	8,652,479	-	1,322,832	235,681	503,870	-	8,635,305
Capital	352,550	467,598	298,900	-	50,000	500,000	1,169,048
Debt	1,826,585	-	309,098	505,500	-	-	2,641,183
Transfers Out	-	250,000	-	-	55,416	-	305,416
Total Expenditures	<u>\$ 23,274,770</u>	<u>\$ 717,598</u>	<u>\$ 4,097,200</u>	<u>\$ 1,212,761</u>	<u>\$ 633,333</u>	<u>\$ 500,000</u>	<u>\$ 27,549,473</u>
Net (Deficit) Surplus	<u>\$ (313,980)</u>	<u>\$ 3,378,917</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 130,000</u>	<u>\$ 3,194,939</u>