



**CITY OF BEAUFORT**  
1911 BOUNDARY STREET  
BEAUFORT MUNICIPAL COMPLEX  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7070  
**CITY COUNCIL REGULAR MEETING AGENDA**  
**May 12, 2020**

**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 - Electronic Meeting - 7:00 PM**

**Please note, this meeting will be conducted electronically via Zoom and broadcasted via livestream on Facebook. You can view the meeting live via Facebook at the City's page City Beaufort SC.**

**I. CALL TO ORDER**

- A. Billy Keyserling, Mayor

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

- A. Mike McFee, Mayor Pro Tem

**III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

- A. Proclamation proclaiming May 16-22, 2020 as National Safe Boating Week
- B. Proclamation proclaiming May as National Preservation Month

**IV. PUBLIC COMMENT**

**V. MINUTES**

- A. Worksession and Regular Meeting - February 25, 2020
- B. Worksession and Regular Meeting - March 10, 2020
- C. Worksession March 17, 2020
- D. Special Emergency Meeting March 19, 2020

**VI. OLD BUSINESS**

- A. Ordinance approving the sale of Bob Jones Field and Recreational Facility to Holy Trinity School, waiving and releasing all rights thereto under the transfer agreement dated December 2, 1992, and authorizing the City Manager to enter into a Memorandum of Agreement with Beaufort County and to sign a release of transfer agreement - 2nd Reading
- B. Ordinance authorizing and approving the sale of City land in Commerce Park - 2nd Reading

**VII. NEW BUSINESS**

- A. Approval of County Council appointment of Dan Riedel to the Beaufort Housing Authority Board of Commissioners as a Beaufort County representative.
- B. Authorization to allow the City Manager to enter into Negotiations with Waterfront Park Playground Equipment Contractor
- C. Resolution of the City of Beaufort urging all businesses and individuals to closely follow all of Governor McMaster's executive orders regarding COVID-19 including order 2020-28, reopening retail businesses previously determined to be Non-Essential
- D. Ordinance and Leasing Transitional Parcels in Parks and other Property Owned by the City for Restaurants to Provide Outdoor Dining Services - 1st Reading

#### **VIII.REPORTS**

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

#### **IX. ADJOURN**



## PROCLAMATION

**WHEREAS**, for nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

**WHEREAS**, safe boating begins with preparation. The Coast Guard estimates that human error accounts for 70 percent of all boating accidents and that life jackets could prevent nearly 84 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

**WHEREAS**, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

**WHEREAS**, on average, 600 people die each year in boating-related accidents in the U.S.; 77 percent of these are fatalities caused by drowning; and

**WHEREAS**, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

**WHEREAS**, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina, hereby proclaims the week of May 16-22, 2020 as

### NATIONAL SAFE BOATING WEEK

urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 12<sup>th</sup> day of May 2020.

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BILLY KEYSERLING, MAYOR

ATTEST:

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IVETTE BURGESS, CITY CLERK



# Proclamation

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

*“As the pace of change accelerates in the world around us, Americans more than ever need a lively awareness of our roots and origins in the past on which to base our sense of identity in the present and our directions for the future;”* and

**WHEREAS**, in 2020 we find great meaning in those words and the comfort gained by the unique and cherished sense of place Beaufort provides; and

**WHEREAS**, since 1944, when Historic Beaufort Foundations’ landmark property, the John Mark Verdier House, was slated for demolition and a group of thoughtful citizens came together to rescue the 1804 Federal Period structure located in the historic core business district; and

**WHEREAS**, that restoration has generated an awareness of Beaufort’s significant contributions to the architectural history of our state and nation with its unequalled collection of 18<sup>th</sup> and 19<sup>th</sup> century buildings; and

**WHEREAS**, historic preservation is a major component in the city’s tourism economy and with more than 1.2 million visitors annually who are attracted to the Beaufort’s riverfront location, climate, architecture, and history.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina do hereby proclaim the month of May 2020 as

## **NATIONAL PRESERVATION MONTH**

In Beaufort, South Carolina, and urge the citizens of Beaufort to join me in recognizing the critical role that historic preservation plays to our economy, and to celebrate the preservation month theme of “This Place Matters,” year-round.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 12<sup>th</sup> day of May 2020.

\_\_\_\_\_  
BILLY KEYSERLING, MAYOR

ATTEST:

\_\_\_\_\_  
IVETTE BURGESS



City Council Worksession  
Meeting Minutes – City Hall Planning Conference Room, 1<sup>st</sup>  
Floor

February 25, 2020

**I. CALL TO ORDER**

**5:01PM**

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Mayor, Billy Keyserling - All members of Council in attendance (Mike McFee, Nan Sutton, Phil Cromer, Stephen Murray and Mayor Keyserling).

**II. DISCUSSION ITEMS**

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A. 2020 Community Development Block Grant (CDBG) Priority Needs Assessment

David Prichard, Community and Economic Development Director presented Council with a priority needs list for CDBG.

Councilman Murray stated, in addition to dusting off the Northern Regional Plan, it has been over a decade and now is probably the time for us to crack that document back open and take a look at some of the greenway trails identified in there; such as regional connectivity and growth boundaries. We are decades past it and I believe it is time for a group to meet to discuss what changes need to be made and what progress has been done.

Council agreed to move the list forward as a recommendation from staff with CDBG partner, Lowcountry Council of Governments.

B. Latest Update on House Bill 4331

Mr. Prokop, City Manager gave an overview of the latest update on the House Bill. He continued by stating that both he and Kathy Todd have gone through it and the big concern Ms. Todd has is with the part that says online renewal, which is on page three, Payment Portal which says the payment will go through the State Revenue and Fiscal Affairs Office. It was assured to Mrs. Todd the MASC would be the provider and they will get their money anyways. The question is why we cannot keep our portal, we already have it and when people pay there is no problem with it. It just does not say we can continue to use our portal. The rest of it we totally agree with and have not problems.

Mayor Keyserling instructed Mr. Prokop to stay on top of that so that we stay protected.

C. Recap on City Council Retreat 2020

Mr. Prokop, City Manager stated he has been working on things that were missed at the retreat or thought about after the retreat which he sent to Camille for review. Mr. Prokop stated he received a call on two items; first item, he expressed that people were told we were cancelling the Allison Road project and that it was off our Capital Improvement Plan. Mr. Prokop expressed that he said that information was not correct. Second item; the caller expressed that we had taken off the trail improvement to downtown. All of this came out from the retreat. Apparently, there has been some confusing and misinformation out there.

Councilman Murray stated as far as our economic goal since we expanded our strategic goals, it is much broader, and we did not get far enough in the retreat to discuss the tactics and who would be the responsible parties to ensure the goals are being met, and we need to put the rest on paper. Overall, Councilman Murray felt the retreat was well done and it was a great collaboration with the staff.

Councilman Cromer made motion to adjourn the Worksession meeting.

### **III. ADJOURN**

**6:06PM**

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Disclaimer: All City Council Worksession and Regular Meeting minutes are recorded. Live stream can be found on the City's website at [www.cityofbeaufort.org](http://www.cityofbeaufort.org) (Agenda section). Audio recordings are available upon request by contacting the City Clerk, Ivette Burgess at 843-525-7018 or by email at [iburgess@cityofbeaufort.org](mailto:iburgess@cityofbeaufort.org).



City Council Regular Meeting  
Meeting Minutes – City Hall Council Chambers, 2<sup>nd</sup> Floor

February 25, 2020

**I. CALL TO ORDER**

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**7:00 PM**

Mayor, Billy Keyserling - All members of Council in attendance (Nan Sutton, Mike McFee, Mayor Keyserling, Stephen Murray, and Phil Cromer).

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

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Mike McFee, Mayor Pro Tem

**III. PROCLAMATIONS/COMMENTDATIONS/RECOGNITIONS**

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A. Character Education Proclamation - Cory Sharrow, Battery Creek High School

Motion to approve made by Cromer and seconded by Murray.

Proclamation read by Mayor Pro Tem, Mike McFee and presented to student by Mayor, Keyserling. Proclamation accepted by student.

**IV. PUBLIC COMMENT**

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**Jennifer Sanborn** from Beaufort Town Center reminded City Council and the general public about the 3<sup>rd</sup> Annual St. Patrick's Day event to be held on Saturday, March 14, from 12pm to 4pm. This event is family friendly with different food and drink vendors along with kids' activities.

**V. MINUTES**

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A. Worksession and Regular Meeting December 10, 2019

Motion to approve made by McFee and seconded by Murray.

**Worksession** - Councilman Cromer stated on the first page under discussion item letter C., Matt St. Clair does not have an "e" in his last name.

**Regular Meeting** - Council Cromer stated in Old Business section A., second paragraph, the sentence "Councilman Murray move to withdrawal" should be withdraw.

Motion to approved minutes with changes was unanimous.

B. Worksession and Regular Meeting January 14, 2020

Motion to approve made by Cromer and seconded by Murray.

**Work session** - Councilman Cromer stated under discussion items the last sentence of the first item should be “Council would like to see any items added or removed”. Cromer also expressed that on the same page, second to last paragraph, the word “decrease” should be “decreased”. On page two second paragraph under section D the word “of” should follow “made up”. The third paragraph in section D should be “There is an exception...”. On page three in the Adjourn section “is has been received in the past year” should be struck.

Council Murray stated on the first page second paragraph the dollar sign should be removed from “30 million projects”. Murray stated this is not dollar amount it is the total number of projects.

No Corrections to Regular Meeting.

Motion to approve minutes with changes was unanimous.

C. Worksession January 21, 2020

Motion to approve minutes made by Murray and seconded by McFee.

Minutes approved as submitted unanimous.

D. Worksession and Regular Meeting January 28, 2020

Motion to approve made by McFee and seconded by Murray.

**Worksession** - Councilman Cromer stated the first page under discussion item number four should read Williams Street and Mayfield Court.

**Regular Meeting** - Councilman Cromer stated first paragraph under Public Hearing the name Patricia Pinckney was misspelled. In the second paragraph it reads “Mr. Meola stated based upon was happens” should be “what happens”. Next, page two at the very top, Patricia Pinckney name is misspelled and again in the same paragraph. Page four under Reports, last sentence, CDAB (Cultural District Advisory Board) should be spelled out instead of the use of acronyms. In addition, the last sentence states, “He finished with”, Cromer was not sure if that was an error or not.

Motion to approve minutes with changes was unanimous.

## VI. OLD BUSINESS

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A. FY 2020 Budget Amendment #1 - 2<sup>nd</sup> Reading

Motion to approve made by Murray and seconded by McFee.

Ordinance was approved in 2nd and final reading unanimously.

B. Ordinance authorizing the Sale of City Property, Cemetery Plot in Evergreen Cemetery - 2<sup>nd</sup> Reading

Motion to approve made by Mayor Keyserling and seconded by Sutton.

Ordinance was approved in 2nd and final reading unanimously.

## **VII. NEW BUSINESS**

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A. Co-Sponsorship request for use of Waterfront Park from First Scots Presbyterian Church of Beaufort for Annual Easter Sunrise Service on Sunday, April 12, 2020

Motion to approve made by Murray and seconded by Cromer.

Rhonda Carey, Events & Tour Operations Coordinator, gave an overview of the event.

Event was approved unanimously.

B. Request for waiver of noise ordinance and request for street closure for 201 Laurens Street on May 2, 2020 for a private event

Motion to approve made by McFee and seconded by Sutton.

Rhonda Carey, Events & Tour Operations Coordinator, and Jodi Miller from Plums Production gave an overview of the event.

Event was approved unanimously.

C. Request from Beaufort County Community Center to close a portion of the 900 block of Newcastle Street for the 3rd Annual Washington Street Playground Event "Celebrating Decoration Day", Monday, May 25, 2020

Motion to approve made by McFee and seconded by Sutton.

Rhonda Carey, Events & Tour Operations Coordinator, gave an overview of the event.

Event was approved unanimously.

D. Request from Beaufort Regional Chamber of Commerce to allow the sale of alcohol and permission for street closures for the annual Taste of Beaufort event, Friday, May 1 and Saturday, May 2, 2020

Motion to approve made by Cromer and seconded by McFee.

Rhonda Carey, Events & Tour Operations Coordinator, Jodi Miller from Plums Production gave an overview of the event.

Event was approved unanimously.

- E. Request for Co-Sponsorship from YMCA for use of the Downtown Marina boat ramp and grassy area in the Waterfront Park/Marina for Beaufort River Swim 5K event Saturday, June 6, 2020

Motion to approve made by Cromer and seconded by Murray.

Rhonda Carey, Events & Tour Operations Coordinator, Mr. Pete Palmer, Meredith Anderson, President of Beaufort Swim Team, and Denise Manning, YMCA Health and Wellness Coordinator, gave an overview of the event.

Event was approved unanimously.

- G. Request from Beaufort Water festival for use of Waterfront Park, street closures, sale of alcohol, use of seawall, waiver of noise ordinance, and Co-Sponsorship for Opening Ceremonies for Water festival 2020, July 13-27, 2020

Motion to approve made by McFee and seconded by Murray.

Rhonda Carey, Events & Tour Operations Coordinator, and Erin Morris, Water Festival 2020 Commodore, gave an overview of the event.

Event was approved unanimously.

- H. Request from Beaufort Regional Chambers of Commerce to allow the sale of alcohol, and street closures for annual Shrimp Festival, Friday, October 2 and Saturday, October 3, 2020

Motion to approve made by McFee and seconded by Cromer.

Rhonda Carey, Events & Tour Operations Coordinator, gave an overview of the event.

Event was approved unanimously.

- I. Approval of Civil Rights Coordinator and Committee to include Transition Plan for Section 504 Compliance

Motion to approve made by McFee and seconded by Murray.

Ivette Burgess, City of Beaufort Human Resources Director, gave an overview as to the need of assigning a CV Coordinator. Mrs. Burgess stated that the following documents are a of matter of compliance for Section 504 in reference to the Civil Rights Act and the American with Disabilities Act. We are required to have someone appointed as a coordinator and a committee that represents the City. Since we receive federal and state grants, this solidifies we are in compliance.

Councilman Murray asked if Facility 10 should read Arsenal in reference to 713 Craven Street. Mrs. Burgess expressed that was correct and would have that fixed.

Motion to approve with changes was unanimous.

## VIII. REPORTS

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**City Manager's Report** - Mr. Prokop expressed sympathy for Kathy Todd regarding the loss of her mother. He stated that the Greenlawn project will be completed this week, which includes landscaping, removing of poles and the planting of shrubs unless rain down pours prevent planting. He then concluded by thanking both Council and Staff for their input at the Council Retreat. We are in the process of organizing our plans and will have a document that will show when and how we will get things done.

**Mayor's Report** - Mayor Keyserling mentioned that Pickle Ball players are trying to form an association here in Beaufort, Young Leaders of Beaufort are meeting this week and the subject is reconstruction. This Saturday, the Reconstruction Choir is having their first performance.

**Reports by Council Members** - Councilman Murray reiterated sympathy for Kathy Todd. He also stated that we have 3 active prospects that want to development at Commerce Park.

Councilman Cromer mentioned the next Affordable Housing meeting is scheduled for March 4, 2020.

Councilmembers Sutton and McFee had nothing to report.

## IX. ADJOURN

7:48 PM

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City Council Worksession  
Meeting Minutes – City Hall Planning Conference Room, 1<sup>st</sup>  
Floor

March 10, 2020

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**I. CALL TO ORDER**

**5:00 PM**

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Mayor, Billy Keyserling - All members of Council in attendance (Mike McFee, Nan Sutton, Phil Cromer, Stephen Murray and Mayor Keyserling).

**II. EMPLOYEE NEW HIRE RECOGNITION**

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Police Department - Matt Clancy, Chief

Chief Clancy introduced Police Officers Laura Rutland, Courtney Piatt and Michael Chutjian

Fire Department - Reece Bertholf, Chief

Chief Bertholf introduced Firefighter Kyle Bowman

**III. DISCUSSION ITEMS**

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A. Update on Economic Development - John O'Toole, Beaufort County Economic Development Corporation Executive Director

John O'Toole from Beaufort County Economic Development gave an update on Beaufort County Economic Development.

Mr. O'Toole stated that the Capital Investment bumped up to \$86 million dollars and about 571 jobs have been created and 174 jobs have been retained. There is a seven-year report from 2018-2024 including both capital expenditures, job creation \$1.65 billion impact and \$365.5 million in compensation.

Mr. O'Toole stated there will be a lot of growth in the Commerce Park. He explained with incentives such as tax breaks, constructions and product. That is where our leads come from. Taking care of the business we have as well as new ones, which at the end of the day makes for a great pipeline. To date we have closed 29 projects.

USCB and Clemson did a joint project on economic impact. It is estimated within the next seven years, we will have a \$1.5 billion impact, \$365.6 million on compensation, 834 average jobs and \$11.2 million in County and Municipal revenues in excess of expenditures - less any incentive agreements.

Councilman Murray asked to go back to the \$9 million in approximate incentives. The vast majority has come from the State Department of Commerce and UTC (Utility Tax Credit) not from local funds. Mr. O'Toole stated that was correct. These are the ones that are put in front of companies.

In terms of lead sources, 60% comes from local sources but we have to do a better job at external marketing. We have a lot of influential people that live here or come here for vacation which we should see an increase by 80% in most counties.

Target Industries: Green industries are the focus. Looking forward here is what we hope to strive; private fundraisers; pipeline project - Beaufort Commerce Park; landing pad; 30 acres of product; increase work with lead generators and build team Beaufort County. Mr. O'Toole expressed that he has been working well with David Prichard and Reece Bertholf and they have great communication. Mr. O'Toole then expressed they also have a great partnership with Robb Wells.

Mr. O'Toole expressed Beaufort County needs to be committed and bold with the work force housing that is tasteful and affordable. People are coming here because of its authenticity.

Councilman Murray expressed we are not trying to undermine the people. I feel we are right on track even though it has taken some time to get everyone around the table to be comfortable and understand the goal. In his opinion he expressed he never thought that getting space north of the broad and business filling up within twenty-four months has been remarkable. We have a full surplus of leads.

B. Discussion regarding concept of creating a Lady's Island Village Center Area Plan

Allen Patterson, Chairman of Lady's Island Conservation Committee, introduced himself and did a presentation. We have been working on this plan for two years now. The committee has been working on the objectives and have accomplished some of them. We also have some new objectives such as community outreach, through an established website, transportation issues, and a traffic study which we are making progress on. We also have others involved such as the Sea Island Coalition and the Coastal Conservation League.

C. Incentives Ordinances - Proposed Changes.

Mayor Keyserling announced that this item would be tabled due to time running out in Worksession.

Motion to postpone approved.

Councilman Cromer made a motion to start Executive session.

## **IV. EXECUTIVE SESSION**

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A. Discussion of Personnel

No action taken.

B. Legal Advice on contractual agreements and discussion regarding Purchase and Sale of Property and discussion of economic development

No action taken.

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City Council Regular Meeting  
Meeting Minutes – City Hall Council Chambers, 2<sup>nd</sup> Floor

March 10, 2020

**I. CALL TO ORDER**

**7:35PM**

Mayor, Billy Keyserling - All members of Council in attendance (Nan Sutton, Mike McFee, Mayor Keyserling, Stephen Murray, and Phil Cromer).

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Pro Tem, Mike McFee

**III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

A. Proclamation proclaiming March 2020 as American Red Cross Month

Motion to approve made by Murray and seconded by Cromer.

Proclamation read by Mayor Pro Tem, Mike McFee, and presented by Mayor Keyserling to Lowcountry Chapter of American Red Cross.

Proclamation accepted by Lowcountry Chapter of America Red Cross - Gary Baldwin, Candice Camp and Wyman Haigler.

**IV. PUBLIC COMMENT**

Reece Bertholf, Fire Chief, thanked the American Red Cross.

**V. PUBLIC HEARING**

A. Ordinance amending Part 7 and adding a new Chapter 17, Development Impact Fees for Fire Service

Reece Bertholf, Fire Chief, gave a brief overview of the proposed Fire Impact Fee. Chief Bertholf stated that under state law the Planning Commission has given him authority to prepare the Capital Improvement program that requires approval and adopting plans.

On November 3, 2018 the City Council directed the Metropolitan Planning Commission (MPC) to prepare a Capital Improvement Plan for Fire facilities. An improvement plan has been developed as it is required by the South Carolina Development Impact Fee Act.

On October 21, 2019, a joint planning of the MPC recommended that City Council adopt the Fire Facility Capital Improvement Plan dated August 15, 2019. A public hearing before Beaufort City Council is now being held regarding Fire Facilities Capital Improvement Plan (March 10, 2020), with notice to the public in the Beaufort Gazette on January 27, 2020, in consideration of ordinance amending Part 7 and adding a new Chapter 17 for fire services.

Mayor Keyserling expressed that this impact fee is a onetime fee for new development not existing development.

Mayor Keyserling asked for public comment and there was none.

## **VI. MINUTES**

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None.

## **VII. NEW BUSINESS**

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- A. Co-Sponsorship request for use of Waterfront Park from Hopeful Horizon for Take Back the Night event on Thursday, April 30, 2020.

Motion to approve made by McFee and seconded by Cromer.

Linda Roper, Director of Downtown Operations, and Rose Ewing with Hopeful Horizon gave an overview of the event.

Event was approved unanimously.

- B. Request from Beaufort Area Hospitality Association to change the date for use of the Waterfront Park for the Oyster Festival event to be held on January 15-16, 2021.

Motion to approve made by McFee and seconded by Cromer.

Linda Roper, Director of Downtown Operations, gave an overview of the event.

Event was approved unanimously.

- C. Authorize City Manager to enter into Contract for Parking Management Services.

Motion to approve made by McFee and seconded by Sutton.

Kathy Todd, Finance Director, gave a brief overview of the RFP process.

Motion to approve was unanimous.

- D. Resolution Adopting the Community Development Block Grant (CDBG) Priority Needs.

Motion was made by McFee and seconded by Cromer.

David Prichard, Community and Economic Development Director gave a brief overview of the Resolution and stated that this is formalizing what was discussed at the February 25, 2020 Worksession.

Motion to approve was unanimous.

- E. Approval for the City Manager to enter into a Memorandum of Understanding for the Carnegie Library Historical Marker.

Motion was made by Murray and seconded by Cromer.

William Prokop, City Manager and Councilman McFee gave an overview of what is being proposed.

Councilman McFee expressed the project involves putting a historical marker on the Carnegie building.

Motion to approve was unanimous.

- F. Ordinance authorizing the City Manager to execute any and all necessary and appropriate documents for the purchase by the City of the property at 2153 Boundary Street - 1st Reading

Motion made by Cromer and seconded by Murray.

Mr. Prokop, City Manager, expressed this property has been vacant for an estimated ten years on Boundary Street, which at one point was a drive-thru coffee shop. The purpose of this purchase is in the interest of the City for a future parallel road. This area could be the entrance or exit for that future road that has been in discussion.

Motion to approve was unanimous.

- G. Ordinance amending Part 7 and adding a new Chapter 17, Development Impact Fees for Fire Service - 1st Reading

Motion to approve made by McFee and seconded by Cromer.

Mayor Keyserling expressed that this was already heard at the Public Hearing and he did not feel a presentation would be necessary. Chief Bertholf gave a quick brief to City Council giving them some feedback from the last discussion they had. Councilman Murray questioned the affordable housing part in reference to protecting the affordable part until it goes to the private sector from six years to ten years. Chief Bertholf expressed that at the next Worksession coming up this can be further discussed about the recommended changes. Councilman Cromer agreed with Councilman Murray about the ten years being the best practice. Mayor Keyserling asked if there were any public comments and there were none.

Motion to approve was unanimous.

## VIII. REPORTS

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### City Manager

1. Greenlawn project is 99.7 percent complete. He recommends Council to drive by and see how nice it turned out with the landscaping.
2. Notice has been sent out to the public that the Mossy Oak Drainage Meeting will be held March 31, 2020, from 10am to 12pm in the Council Chambers. We have OCRM and Army Corps of Engineers processed. DHEC verbally said it was being mailed tomorrow. This meeting will give everyone an update and hopefully we will have all the permits in hand by then.
3. As you are aware, we had our Council retreat and we are in the process of fine tuning our plans and will have a draft for you to review at our next Worksession on March 24. These strategic plans will be part of the budget plans as we move forward.
4. Mr. Prokop thanked the Fire Fighters for doing a great job at the Marsh Gardens fire.
5. Mr. Prokop also thanked the Police Department for handling the auto vehicle accident on Ribaut Road that took out wires and electricity in neighborhood close by.
6. Mr. Prokop has been talking with the engineering department at Dominion about removing some poles on Polk Street by Chic Fil La. So far in the last twelve months we had five poles knocked down in the area by trucks whom seem to turn short. We believe the streetlight poles are too close to the street. These damages are not caused by accidents, the problem is trucks knocking them down and then leaving.
7. A reminder that the Beaufort History Museum will be having their 5<sup>th</sup> Annual Civil War Living Re-Enactment at the Arsenal courtyard March 14 at 9am.
8. Our Cyber Security initiative along with our educational and affordable housing task force have been meeting and making progress on several fronts and we continue to provide as much support staff as we can. In the future we will show you reports. In addition, they had a successful trip to Columbia and discussed cyber security with the legislators. We have great communications with those involved.
9. Regarding COVID-19 we are following the recommendation of DHEC, County and State authorities. We have a meeting in place with our Emergency Management Team in case the virus becomes more serious.
10. Lastly, three of us went to the ICMA Conference in Durham, NC and Mr. Prokop would like to say how proud he is on how we communicated and get things done compared to other cities. At the meeting it was found that most cities have not accomplished some of what we have. Mr. Prokop likes that City Council has the attitude that we are in this together and with that we are on a good track.

### City Council

#### Mayor Keyserling

1. The Mayor made comments on the Local Option Sales Tax credit and how Port Royal and Bluffton are on board and that they had not heard from Hilton Head yet and the County was not quite on board as well.
2. Today is the anniversary of Harriet Tubman passing. The Mayor of New York asked to be a sister city due to the history and about this time next year we should have the monument of Harriet Tubman.
3. The Mayor Also thanked Kathleen Williams, Communication Manager, regarding the City newsletters and getting information out to the public.

### **Councilman Cromer**

1. Councilman Cromer mentioned that Mr. Prokop already went over what he would have discussed regarding affordable housing and wanted to remind everyone the meetings for Affordable Housing Task Force are the first Wednesday of each month at 3pm in the Planning Conference Room.

### **Councilman Murray**

1. Councilman Murray reiterated what Mr. Prokop expressed about the Cyber Security meeting in Columbia. The Governor endorsed this program.
2. Beaufort Digital Corridor will be holding a session this Friday at 12:30pm. The topic is Consumer Product success with a Twist. Registration is still open, and seats are available.
3. Councilman Murray expressed he appreciates City Council listening to the Lady's Island Village Plan. A lot of lifting to putting it together and appreciated everyone efforts.

## **IX. ADJOURN**

**8:30PM**

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Disclaimer: This document is a summary. All City Council Worksession and Regular Meeting minutes are recorded. Live stream can be found on the City's website at [www.cityofbeaufort.org](http://www.cityofbeaufort.org) (Agenda section). Audio recordings are available upon request by contacting the City Clerk, Ivette Burgess at 843-525-7018 or by email at [iburgess@cityofbeaufort.org](mailto:iburgess@cityofbeaufort.org).



City Council Worksession  
Meeting Minutes – City Hall Planning Conference Room,  
1<sup>st</sup> Floor

March 17, 2020

**I. CALL TO ORDER**

**5:00PM**

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Mayor, Billy Keyserling - All members of Council in attendance (Mike McFee, Nan Sutton, Phil Cromer, Stephen Murray and Mayor Keyserling).

**II. EMERGENCY CITY COUNCIL MEETING**

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At the start of the Worksession, Bill Prokop, City Manager, came forward and asked City Council to amend the agenda to start with an Emergency Meeting to discuss an Emergency Ordinance regarding SC 5.7.2.50.

Motion made by McFee and seconded by Cromer.

Motion and approval were unanimous to proceed with the Emergency Meeting.

Mr. Prokop expressed he wanted to address the emergency issues at hand with COVID-19 and had several points to discuss.

The first issue at hand, Mr. Prokop began with expressing that the Mayor had issued a Medical Emergency Order March 16, 2020 at 10am. The issue was that our current ordinance stipulates the medical emergency is only good for two days. Our Emergency Order we just issued stated it is good until the March 30, 2020. Mr. Prokop asked Council to approve the order so that the Medical Emergency Order stays in place until March 30, 2020. This gives the Mayor and Mr. Prokop more authority to make decisions such as curfews.

Motion to made by McFee and seconded by Cromer.

Motion to approve and extend the date was unanimous.

The second issue at hand was to discuss that, as of today, our staff will be going to OPCON1. For us all, this means we have met all the requirements for the Federal Emergency Management Agency (FEMA). FEMA has issued the orders today as to what we must do. At this time some of our personnel are working from home and we reduced some staffing today. We may change to OPCON2, but this would have to be agreed upon county-wide. We currently have an emergency plan for hurricanes but not pandemics.

The third issue at hand, Mr. Prokop gave information to Council regarding being advised by legal that we can establish an Emergency Order Resolution allowing for future electronic meetings, as this may be the way we have them in the future during this time and we should have one in place to be prepared and that these electronic meetings will meet state requirements.

Motion made by McFee seconded by Murray.

Motion to allow electronic meetings by Council was unanimous.

Council Cromer made a motion to adjourn the Emergency City Council Meeting.

### III. DISCUSSION ITEMS

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#### A. Incentives Ordinances - Proposed Changes.

David Prichard, Director of Community and Economic Development, expressed at the January 21, 2020 Worksession Council reviewed the current ordinances which provides incentives. Mr. Prichard has incorporated the following changes based on that discussion: - Delete Sections 5-2023, 5-2024, 10-2002, 10-3002(b) - Combine Sections 5-2025, 2026, and 2027 and rename as Section 5- 2023.

Council also requested a map showing which properties on Lady's Island would be eligible for reimbursement of City real property taxes. The areas are commercial and residential properties located within or are a part of residential/commercial developments on Lady's Island with frontage on Lady's Island Drive (U.S. Highway 21 Bypass) south of U.S. Highway 21 Business or with frontage on Island Causeway or with frontage on Sea Island Parkway that are now contiguous to the City limits or will become contiguous with related annexations.

#### B. Fire Development Impact Fee.

Reece Bertholf, Fire Chief, gave a brief overview of the Fire Impact Fee. A discussion concerning Council's decision regarding length of time a project granted affordable housing exemption is to remain affordable housing. Chief Bertholf also discussed the effective date of the Development Impact Fee for the Fire Ordinance.

#### C. Resolution in Support of Local Optional Sales and Use Tax Referendum.

Kathy Todd, Finance Director, gave an overview of the Local Options Sales and Use Tax Referendum (LOST). Ms. Todd expressed that she did not have the current values for the tax credit, however, she did use the values that were provided to her from the County last year in March of 2019 to be able to show Council an estimated idea on how the tax credit would work.

### IV. EXECUTIVE SESSION

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#### A. Discussion of Personnel - Courts and Boards and Commission

#### B. Contractual Agreements and discussion regarding Purchase and Sale of Property

No actions from Executive Session.

### V. ADJOURN

**6:01PM**

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Special Emergency Council Meeting  
Meeting held via Zoom. Livestreamed on City's Facebook  
page

March 19, 2020

**I. CALL TO ORDER**

**11:00 AM**

Mayor, Billy Keyserling - The following members of Council were in attendance Mike McFee, Phil Cromer, Stephen Murray and Mayor Keyserling. Nan Sutton was absent.

**II. DISCUSSION ITEMS**

**A. Staff recommendation on delay of any payments from businesses due to COVID-19.**

Motion was made by Murray and seconded by McFee.

Bill Prokop, City Manager, began by expressing he would like Kathy Todd, Finance Director, go into details of the City's concerns of cash flow this fiscal year and the possibilities of going into the fund balance with the approval of the Mayor. Mr. Prokop also discussed concerns he and Kathy received from businesses regarding assistance to waive/extend business license renewals, hospitality fees, etc... Kathy Todd gave an overview of the possible cash flow and of the options regarding extension/waivers of the business license renewals, hospitalities fee, etc...

Jonathan Sullivan, Beaufort Inn Manager, commented about his current hardship and what others are experiencing and offered his recommendations.

Vimal Desai, HMV Management, reiterated Mr. Sullivan's concerns and recommendations. Motion was made by Murray and seconded by McFee.

The Mayor and Council members urged businesses in the City that are not adversely affected by coronavirus concerns to pay their taxes by the normal due date. "Our availability to keep up services - police, fire, keeping parks open - depends of people paying their taxes and contributing to City's operations like they always have," said Councilman Stephen Murray. At the same time, Council members recognize that the restrictions placed on many businesses in response to the virus have placed burdens on businesses and their employees.

Mayor Pro Tem Mike McFee reminded local businesses that it is a violation of state law to use money owed for taxes for business operations to help with cash flow.

Motion to approve was unanimous.

**B. Electronic Meeting Ordinance.**

Motion was made by Murray.

Mayor Keyserling began with expressing as we are moving forward to electronic meetings, I will need to announce who is present and absent. Mr. Prokop expressed that the County and Port Royal already passed this same ordinance. He expressed that we are currently looking at

programs so citizens can engage. Kathy Todd went over a few options that had been looked and how they will work. Councilman Murray went over the ordinance.

Motion to hold electronic meetings was approved unanimously.

C. Update on Emergency Operations.

Mr. Prokop expressed to Council that we are currently in OPCON1, but we are not paying personnel emergency pay even though we are in a state of emergency. We are currently working regular hours. Public Works staff are doing an excellent job of cleaning the parks, City Hall, the bathrooms, etc. Restrooms will be closed at all City Parks.

Half of the administrative staff are either working from home or on rotations. We may cut back further next week to two days work week or less hours each day. We will post a notice specifically for developers that they can call for appointments. We are trying to reduce cost where we can. We do have concerns for our first responders of possible exposures. We do have protocols in place for both Fire and Police.

We are keeping the public notified by having a central location on our website. We established parking for curbside pickup for downtown. We are starting to look at how we can save cash for the next six months and may have to delay some things. We are trying to be as customer service friendly as we can with all the precautions and guidelines we have to follow. This pandemic is more serious than people are taking it.

Mayor Keyserling thanked the staff for all their diligence in preparing the City.

Councilman Cromer made a motion to adjourn meeting.

### **III. ADJOURN**

**11:45 AM**

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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 4/30/2020  
**FROM:** William Prokop, City Manager  
**AGENDA ITEM TITLE:** Ordinance approving the sale of Bob Jones Field and Recreational Facility to Holy Trinity School, waiving and releasing all rights thereto under the transfer agreement dated December 2, 1992, and authorizing the City Manager to enter into a Memorandum of Agreement with Beaufort County and to sign a release of transfer agreement - 2nd Reading  
**MEETING DATE:** 5/12/2020  
**DEPARTMENT:** City Clerk

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*BACKGROUND INFORMATION:*

1st Reading was held on April 28, 2020 during Regular Meeting.

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*PLACED ON AGENDA FOR:*

*REMARKS:*

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	4/30/2020
Exhibit 1	Backup Material	4/30/2020
Exhibit 2 - MOU	Backup Material	4/30/2020

## ORDINANCE

APPROVING THE SALE OF BOB JONES FIELD AND RECREATIONAL FACILITY TO HOLY TRINITY SCHOOL, WAIVING AND RELEASING ALL RIGHTS THERETO UNDER THE TRANSFER AGREEMENT DATED DECEMBER 2, 1992, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH BEAUFORT COUNTY AND TO SIGN A RELEASE OF TRANSFER AGREEMENT, AND ANY OTHER NECESSARY AND APPROPRIATE DOCUMENTS TO FACILITATE AND CONSUMMATE THIS TRANSACTION

WHEREAS, on or about December 2, 1992, the City and Beaufort County entered into a Transfer Agreement whereby recreational facilities owners by the City were transferred to Beaufort County for the purpose of consolidating the City owned recreational facilities with County owned recreational facilities that would result in certain efficiencies, economies of scale, improved services, and the possible elimination of some duplication of services; and,

WHEREAS, one of the properties that was made subject to the Transfer Agreement included what is commonly referred to as “Bob Jones Field and Recreational Facility” (hereinafter, the Property); and,

WHEREAS, on or about June 7, 1995, the City executed a Quit Claim deed to the County, which included the Property; and,

WHEREAS, the Transfer Agreement contained a provision that the Property shall forever continue to be used to provide recreational services to the citizens of the City and the County, and, in the event that the County should cease to use the recreational facility for this purpose, and upon notice by the City to the County of any violation of this provision, then “fee simple title to said property....shall automatically revert to the City”; and,

WHEREAS, since 1992 the County has owned and operated the Property for use by the citizens of the City and of Beaufort County for recreational purposes; and,

WHEREAS, with the expansion of County Recreational facilities elsewhere, public use of Bob Jones field as a public recreational facility has diminished over the years; and,

WHEREAS, the property adjacent to Bob Jones Field and Recreational Facilities, which was once a public school, is now owned by Holy Trinity School which utilizes the Property as part of its school activities; and,

WHEREAS, Holy Trinity School has expressed a desire to purchase the Property for continued use in connection with its educational mission; and,

WHEREAS on October 28, 2019, Beaufort County enacted Ordinance 2019/45 authorizing the County Administrator to execute documents to effectuate the sale of the Property for the sum of \$387,900, upon other terms and conditions set forth therein; and,

WHEREAS, City Council is in support of this sale and transfer by the County to Holy Trinity, and the County's receipt of the sales proceeds, upon the assurance that the funds from the sale of the Property are placed into a segregated account, and that they shall be utilized only for the upgrade of County owned parks and recreational facilities within the corporate limits of the City of Beaufort; and,

WHEREAS, the City and Beaufort County have agreed to a Memorandum of Agreement to accomplish the conditions and assurances of this sale as requested by City Council; and,

WHEREAS, in order to effectuate the sale of the Property to Holy Trinity, the City must forever quit claim the Property, and waive its rights of reversion to the Property as set forth in the Transfer Agreement; and,

WHEREAS, City Council finds that it is in the best interest of the City and its Citizens to execute the appropriate documents to allow the County to fully convey the Property to Holy Trinity, and to receive the net proceeds under the terms and conditions set forth in the Memorandum of Agreement;

NOW THEREFORE, be it Ordained by the City Council of Beaufort, South Carolina, in Council duly assembled and by authority of the same, as follows:

INCOPORATION: The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Ordinance; and,

The City Manager is and shall be authorized to execute the Release of Transfer Agreement attached hereto as Exhibit 1, which is incorporated herein by reference, forever quit claiming and releasing the Property from the reversion limitations of the Transfer Agreement; and,





**WHEREAS**, on September 1, 1995 the parties hereto caused to have recorded in the Office of the Register of Deeds for Beaufort County, South Carolina the Transfer Agreement, which was recorded in Records Book 800 at Page 751, and the Quit Claim Deed for the Property in Records Book 800 at Page 767;

**WHEREAS**, the Transfer Agreement contained a provision that the Property “shall forever continue to be used to provide recreational services to the citizens of the City and the County” and, in the event that the County should cease to use the recreational facility for this purpose, and upon notice by the City to the County of any violation of the provisions of the Agreement, then “fee simple title to said property...shall automatically revert to the City”;

**WHEREAS**, since the date that the Transfer Agreement was recorded, the County has owned and operated the Property for use by the citizens of the City of Beaufort and Beaufort County;

**WHEREAS**, the County has entered into an Agreement with an adjacent property owner for the sale and purchase of the Property to be utilized as a recreational facility for Holy Trinity School;

**WHEREAS**, in an effort to effectuate the sale, the parties hereto have agreed and are now desirous of releasing the Property from the Transfer Agreement, in its entirety.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Beaufort and Beaufort County does hereby agree:

The City does hereby forever release, remise and quit claim the property described in “Exhibit A” from the Transfer Agreement.

The City of Beaufort does hereby forever waive, release and remise all rights, easements and all other and further benefits accruing to the property described on "Exhibit A" pursuant to the terms and conditions of the Transfer Agreement.

IN WITNESS WHEREOF, the City of Beaufort has caused this instrument to be executed effective as of the date first written above.

WITNESSES:

CITY OF BEAUFORT

\_\_\_\_\_

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

\_\_\_\_\_

Its:

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

I, the undersigned Notary, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: \_\_\_\_\_ (SEAL)

IN WITNESS WHEREOF, Beaufort County has caused this instrument to be executed effective as of the date first written above.

WITNESSES:

COUNTY OF BEAUFORT

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

\_\_\_\_\_  
Ashley M. Jacobs  
County Administrator

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

I, the undersigned Notary, do hereby certify that Ashley M. Jacobs, Administrator for Beaufort County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires:

**EXHIBIT A  
LEGAL DESCRIPTIONS**

All that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, containing 0.41 acres, more or less, and being shown and designated as Lot 16 on a Plat of Survey prepared by David E. Gasque, RLS, on January 23, 2009. Said plat was recorded with the Beaufort County Office of the Register of Deeds for Beaufort County, South Carolina on February 3, 2009 in Plat Book 127 at Page 90.

DMP: R120 003 000 0843

**AND ALSO**

All that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, containing 2.77 acres, more or less, and being shown and designated as Granville Park on a Plat of Survey prepared by David E. Gasque, RLS, on January 23, 2009. Said plat was recorded with the Beaufort County Office of the Register of Deeds for Beaufort County, South Carolina on February 3, 2009 in Plat Book 127 at Page 90.

DMP: R120 003 000 0842

**AND ALSO**

All that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, containing 1.13 acres, more or less, and being shown and designated as Lots 1-3 on a Plat of Survey prepared by David E. Gasque, RLS, on January 23, 2009. Said plat was recorded with the Beaufort County Office of the Register of Deeds for Beaufort County, South Carolina on February 3, 2009 in Plat Book 127 at Page 90.

DMP: R120 003 000 0844

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this \_\_\_\_ day of April, 2020, by and between the City of Beaufort and Beaufort County.

WHEREAS, by Transfer Agreement dated December 14, 1992 (the 1992 Agreement), recorded in Deed Book 800 at page 751 in the Beaufort County Register of Deeds, the City of Beaufort (City) conveyed to Beaufort County (County) the City's interest in several formerly City recreational facilities, including the Bob Jones Field and Recreational Facilities, located within the City limits; and,

WHEREAS, as a condition to the 1992 Transfer Agreement, County agreed that all the transferred properties, including the Bob Jones Field and Recreational Facilities, would forever continue to be used to provide recreational services to the citizens of the City and the County; and,

WHEREAS, the County further agreed that, upon the failure to use the property for the provision of such recreational services, fee simple title to said property would automatically revert to the City; and,

WHEREAS, the property adjacent to Bob Jones Field and Recreational Facilities, which was once a public school, is now owned by Holy Trinity School; and,

WHEREAS, with the expansion of County Recreational facilities elsewhere, public use of Bob Jones field as a public recreational facility has diminished over the years; and,

WHEREAS, Holy Trinity School has expressed a desire to purchase the property of Bob Jones Field and Recreational Facilities for use in connection with its educational mission; and,

WHEREAS, on October 28, 2019, County enacted Ordinance 2019/45 authorizing the County Administrator to execute documents to effectuate the sale of Bob Jones field for the sum of \$387,900; and,

WHEREAS, in order to effectuate this sale to Holy Trinity, City must waive its rights of reversion to the property as set forth in the 1992 Transfer Agreement; and,

WHEREAS, City is in support of this sale and transfer by the County, and the County's receipt of the sales proceeds, upon the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the mutual rights and obligations set forth herein, the sufficiency of which is hereby acknowledged, the City and the County do hereby covenant and agree as follows:

1. The City hereby waives and relinquishes its right of reversion as set forth in paragraph 4 of the 1992 Transfer Agreement, as applied only to Bob Jones Field and Recreational Facility

property, and consents to the sale of said property by Beaufort County to Holy Trinity School. All terms and restrictions of the 1992 Transfer Agreement, as applied to all other properties set forth therein, shall remain in full force and effect.

2. The funds from this sale (\$387,900) shall be placed by the County into a segregated account, and shall be utilized only for the upgrade of parks and recreational facilities within the corporate limits of the City of Beaufort. In the event that Holy Trinity School decides to leave its current location, and pays to the County the full current appraised value of the Bob Jones Field property of \$444,000, as set forth in the aforesaid Ordinance, said funds will likewise be placed into this segregated account and shall be similarly restricted in use. Such funds in this segregated account shall not be expended for County services or programs, without prior written consent of the City Manager. County shall notify City in writing in advance of the expenditure of funds from said account, and shall provide to City a written annual accounting of said funds.

3. Beaufort County, and its Parks and Recreation Department administration, agree to discuss with the senior administrations of USCB and Technical College of the Lowcountry (TCL) for the use of the Basil Green fields and recreational facilities by said institutions at times when County Parks and Recreation are not using said fields and recreational facilities, upon such terms, including shared cost of maintaining said fields, as may be mutually agreed by the parties.

4. Assuming that both parties are satisfied with the lease agreement and wish to extend it, the renewal of the lease by the Community Task Force for the Greene Street Gym will be automatic, and will not have to go before County Council for renewal each year.

In Witness Whereof, the parties hereby agree and by their signatures set their seals:

WITNESSES:

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

BEAUFORT COUNTY

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

Its: \_\_\_\_\_

CITY OF BEAUFORT

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

Its: \_\_\_\_\_



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 4/30/2020  
**FROM:** William Prokop, City Manager  
**AGENDA ITEM TITLE:** Ordinance authorizing and approving the sale of City land in Commerce Park - 2nd Reading  
**MEETING DATE:** 5/12/2020  
**DEPARTMENT:** City Clerk

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*BACKGROUND INFORMATION:*

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*PLACED ON AGENDA FOR:*

*REMARKS:*

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	4/30/2020
sale contract	Backup Material	4/30/2020

## **ORDINANCE**

Authorizing and Approving the sale of City land in the Commerce Park

WHEREAS, the City owns property in the Commerce Park, which it purchased and has held for sale to industry and businesses locating in Beaufort, and providing jobs and opportunities to residents of Beaufort County and the Lowcountry region; and,

WHEREAS, Magnus Development Partners, LLC has proposed to purchase property within the Commerce Park, and to design, construct, finance, and market an industrial building to be located thereon; and,

WHEREAS, such a proposal, under the appropriate terms and conditions, fulfills the purposes for which the City initially purchased the Commerce Park, without the expenditure of additional taxpayer funds to accomplish this purpose; and,

WHEREAS, Magnus has proposed the Contract For Sale and Purchase which is attached hereto and incorporated herein by reference; and,

WHEREAS, after design, construction and ultimate sale of the industrial building, Magnus will pay to the City \$15,000 per usable acre, which is estimated to be between 7-8 acres, under the terms of the attached Contract; and,

WHEREAS, City Council finds that it is in the best interest of the City and its citizens to authorize and approve this transaction, and the attached Contract; and,

WHEREAS, an Ordinance is required for the sale or conveyance of City land;

NOW THEREFORE, be it ordained by the City Council of Beaufort, South Carolina, duly assembled, and by the authority of the same, as follows:

**INCORPORATION:** The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Ordinance.

The City Manager is hereby authorized and directed to execute the Contract For Sale and Purchase which is attached hereto, and to further execute such other documents which may be necessary and appropriate for the consummation of the transaction contemplated therein.

This Ordinance shall become effective upon adoption.

(SEAL)

Attest:

\_\_\_\_\_  
BILLY KEYSERLING, MAYOR

\_\_\_\_\_  
IVETTE BURGESS, CITY CLERK

1st Reading

\_\_\_\_\_

2nd Reading & Adoption

\_\_\_\_\_

Reviewed by:

\_\_\_\_\_  
WILLIAM B. HARVEY, III, CITY ATTORNEY

## CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **CITY OF BEAUFORT, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereinafter referred to as "City") and **MAGNUS DEVELOPMENT PARTNERS, LLC**, a South Carolina limited liability company (hereinafter referred to as "Magnus"). The "Effective Date" of this Contract shall be the date on which the last party executes this Contract.

### STATEMENT OF BACKGROUND INFORMATION

A. City desires to have a speculative industrial building as more particularly described herein (the "Building") constructed in the 196 acre Beaufort Commerce Park located at the intersection of US Highway 21 and SC Highway 116 (the "Park") in order to induce industry to locate within the Park.

B. The Building will be constructed on Parcel 7, or a portion thereof (defined below as the "Property") which are owned by City.

C. Magnus has agreed to acquire the Property and to design, construct, finance and market the Building thereon.

D. As an incentive to Magnus to develop the Building, City has agreed to accept payment for the Property in installments, as stated herein.

### AGREEMENT

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City agrees to sell and convey to Magnus and Magnus agrees to purchase from City the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. Description of Property. The real property that is subject to this Contract consists of all those tracts or parcels of land designated as Parcels 6 and 7 in the 196 acre Beaufort Commerce Park located at the intersection of US Highway 21 and SC Highway 116, identified as Beaufort County Tax Map Numbers \_\_\_\_\_ and \_\_\_\_\_ (collectively the "Property"). The Property is described in more detail on Exhibit "A" that is attached hereto and incorporated herein by reference.

2. Purchase Price. The Purchase Price for the Property shall be \$15,000.00 per usable acre (i.e., land to be improved for the development, net of wetlands, flood plains, buffers, rights-of-way or other unbuildable areas) and shall be paid by Magnus as follows:

(a) The sum of \$1.00 (the "Earnest Money") shall be deposited with City upon the Effective Date.

(b) The sum of \$5,000.00 shall be paid to City upon the issuance of a certificate of occupancy for the Building.

(c) The sum of \$5,000.00 shall be paid to City upon each one year anniversary of the issuance of a certificate of occupancy until the Purchase Price is paid in full. Provided however, in the event Magnus sells the Property, the balance of the Purchase Price shall be paid in full upon such sale.

4. Magnus's Rights Prior to Closing - Inspection Period.

(a) For a period not to exceed 60 days from the Effective Date (such period being herein referred to as the "Inspection Period"), Magnus, its authorized agents and employees, as well as others authorized by Magnus, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying (including a master geotechnical survey), architectural, engineering, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements including verification of information provided by City regarding ad valorem taxes and building restrictions as well as verification that zoning, deed and architectural control restrictions, and building permit regulations permit Magnus's intended uses of the Property (collectively, the "Investigations") as Magnus deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property. During the Inspection Period, Magnus and City shall agree on any changes to the boundaries of the Property and agree on the usable acreage to determine the Purchase Price. Magnus agrees to indemnify and hold City harmless from and against any and all claims, costs, expenses and liabilities including reasonable attorneys' fees arising out of or by reason of the Investigations. Magnus shall restore any disturbance of the Property caused by the Investigations into the same condition that existed prior to the Effective Date in the event Magnus fails to close, or terminates this Contract. During the Inspection Period City shall use its best efforts to cooperate fully with Magnus to facilitate inspection of the Property, but City shall not be obligated to incur any costs or expenses in doing so.

(b) At any time prior to the expiration of the Inspection Period Magnus shall have the right, in its sole and absolute discretion, to terminate this Contract if Magnus determines that the Property is not suitable for Magnus's intended purposes. If Magnus elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the City prior to the expiration of the Inspection Period. Upon such termination, Magnus shall deliver copies of all due diligence materials to City, and neither party shall have any further rights or obligations hereunder except for any obligations of Magnus under paragraph (a) above.

5. City's Information. Within 5 days of the Effective Date City shall provide Magnus with copies of all non-proprietary reports pertaining to the Property in City's possession such as title policies, land surveys, geotechnical reports, zoning information, and environmental studies.

6. Title. Magnus's obligations hereunder shall be conditioned upon the City's delivery of a good and insurable title to the Property (at standard rates), by limited warranty deed, free and clear of all liens, encumbrances and conditions which in the opinion of Magnus would adversely affect the use and marketability of the Property.

7. Title Examination. Prior to the expiration of the Inspection Period, Magnus shall deliver to City a written statement of objections, if any, to City's title to the Property and City shall have (10) days after receipt of Magnus's written objections to City's title in which to cure or remove the same, time being of the essence. City hereby covenants and agrees to use City's best efforts to cure or remove said objections within said period. In the event City fails or refuses to cure or remove said objections at least five (5) days prior to the closing, then, Magnus, as Magnus's sole remedy, shall have the right to cancel this Contract. In such event, all Earnest Money shall immediately then be returned to Magnus and no party hereto shall have any further rights, liabilities or obligations hereunder.

8. City's Representations and Warranties. City makes the following representations and warranties to Magnus:

(a) City is a body politic and political subdivision of the State of South Carolina and has the full right and authority to enter into this Contract and consummate the transaction contemplated herein. The persons signing this Contract and any document executed pursuant hereto on behalf of City have full power and authority to bind City in the manner purported in said documents.

(b) Except for offering the Property or contracting to sell the Property for sale subject to the rights of Magnus hereunder or contingent upon Magnus not purchasing the Property pursuant to the terms hereof, City shall refrain from offering the Property for sale or otherwise soliciting or negotiating an offer to sell the Property to third parties during the Inspection Period.

(c) To the best of City's knowledge, there is no condition existing with respect to the Property or the operation of any part of the Property that violates any governmental requirements. City has not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring it to correct any condition with respect to the Property, or any part thereof, by reason of a violation of any governmental requirement or otherwise that has not been corrected, City has not received notice of, and has no other knowledge or information of, any pending or contemplated condemnation action with respect to the Property, or any part thereof.

(d) To the best knowledge of City, there are no special or other assessments for public improvements or otherwise currently affecting the Property nor does City know of (i) any pending or threatened special assessments affecting the Property or (ii) any contemplated improvements affecting the Property which may result in special assessments affecting the Property.

(e) To City's actual knowledge without independent inquiry, no portion of the Property has ever been used by City as a landfill or as a dump to receive garbage, refuse, waste or fill material, whether or not hazardous. City has not stored, handled, installed or disposed of any Hazardous Substances (as hereinafter defined) in, on or about the Property or any other location within the vicinity of the Property; and, to the best of City's knowledge, there are no Hazardous Substances on the Property. As used in this Contract, the terms "Hazardous Substances" means asbestos, polychlorinated biphenyl and such materials, waste, contaminants or other substances determined as toxic, dangerous to health or otherwise hazardous by cumulative reference to the following sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 1601, et seq. ("RCRA"); (ii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (iii) Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. ("CERCLA"); (iv) applicable laws of the jurisdiction where the Property is located; and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency, or other administrative, regulatory or judicial body. The term "Hazardous Substances" does not include usual and customary cleaning and other supplies necessary for the normal operation, maintenance and/or occupancy of the Property.

Magnus acknowledges and agrees that the Property shall be sold, and Magnus shall accept possession of the Property on the Closing Date, except as provided herein, AS IS, WHERE IS, WITH ALL FAULTS, with no right of set-off or reduction in the Purchase Price, except as expressly set forth herein to the contrary, and except as expressly provided in this Contract, such sale shall be without representation or warranty of any kind, whether express, implied, statutory or otherwise, including, without representation, warranties of use, merchantability or fitness for a particular purpose, and City does hereby disclaim and renounce any such representation or warranty.

The above representations, warranties, and covenants shall survive the closing date for a period of six (6) months.

9. Survey. Magnus shall cause a new subdivision survey to be prepared at its expense. The survey shall indicate the amount of acreage contained in the Property, net of wetlands, flood plains, buffers, rights-of-way or other unbuildable areas.

10. Closing. The Closing of the transaction herein provided shall be held on the later of (i) the date that is thirty (30) days after the expiration of the Inspection Period, or (ii) the date on which Magnus has secured all necessary permits and approvals to begin construction of the Building. Magnus and City agree to deposit in trust with Magnus's attorney (the "Closing Attorney") not later than the date of the Closing, all executed documents required in connection with this transaction including such documents as requested by Magnus's title insurance company (the "Title Company") which are necessary to enable this transaction to be consummated. Upon receipt of all necessary documents, and when the Title Company is in a position to issue to Magnus a policy of title insurance, the Closing Attorney shall on the date of Closing, upon instructions from Magnus and City, cause the deed to the Property and any other necessary or appropriate instruments to be filed for record. At Closing, City shall deliver to Magnus the following:

(a) Satisfactory evidence of the authority of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of City.

(b) A duly authorized and executed limited warranty deed in recordable form conveying good and insurable title to the Property.

(c) All other documents which may be reasonably required by the Title Company to insure Magnus of good and insurable title to the Property.

11. Default and Remedies. In the event that the terms and conditions of this Contract have been satisfied and Magnus does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, City, as City's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the City as full liquidated damages and not as a penalty, it being agreed that the City's damages would be difficult or impossible to ascertain. In the event of City's breach of any of its obligations hereunder, Magnus shall have the rights and options as Magnus's sole and exclusive remedies to either (a) immediately terminate this Contract upon written notice to the City and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder or (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by City in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys fees incurred by Magnus in such action.

12. Development of Building. Pursuant to a Development Agreement executed on or about the date hereof (the "Development Agreement") between Magnus and Beaufort County Economic Development Corporation ("BCEDC") Magnus agrees to design, construct, finance and market an approximately 64,000 square foot industrial building (the "Building") for manufacturing and warehouse uses on the Property. Magnus shall pay all permitting, business license and customary impact fees. In the event Magnus does not achieve substantial completion of the Building within one (1) year of the date it acquires title to the Property (the "Completion Date"), subject to events of force majeure or other events beyond the control of Magnus, Magnus shall promptly re-convey the Property to City, or if such transfer is not possible, Magnus shall refund the "Site Work Contribution" to BCEDC, as more particularly described in the Development Agreement. Provided however, if the Building is 75% completed by the Completion Date, the Completion Date shall be extended six (6) months.

13. Sale or Lease of the Building. Magnus shall diligently market the Building for sale or lease utilizing Magnus's professionals employed by it (on a non-exclusive basis) and any other qualified real

estate professionals selected by Magnus to secure industrial users. In the event City locates a purchaser for the Building, Magnus agrees to sell the Building for an amount equal to the greater of then current appraised value of the Building, or a sum equal to the total development costs for the Building, plus 10%. In the event City locates a tenant for the Building, Magnus agrees to lease the Building on a triple net basis for \$6.50 per square foot, subject to adjustment for any required buildout of interior improvements.

14. Right of First Refusal to Purchase Parcel 6. Magnus shall have the right of first refusal to purchase Parcel 6. City shall provide Magnus with any bona fide written offer to purchase Lot 6, and Magnus shall have thirty (30) days from receipt of such offer to agree to purchase Lot 6 on the same terms.

15. Closing Costs. City shall pay the deed recording fee (formerly deed stamps), the expense of preparation of the deed and the fees of City's attorney. Magnus shall pay the premium for the owner's title insurance policy to be issued to Magnus, the grantee's cost of recordation of the deed, the costs incurred by Magnus in connection with its Investigations of the Property and the fees of Magnus's attorneys.

16. Prorations and Adjustments. The following prorations and adjustments shall be made at Closing:

(a) The Property is currently exempted from ad valorem real property taxes and no proration of taxes shall be required. City agrees the Property shall not be assessed for ad valorem taxes prior to the issuance of a certificate of occupancy for the Building.

(b) Any other item of income or expense affecting the Property that is subject to proration.

17. Brokerage. City and Magnus represent and warrant each to the other that they have not dealt with any other brokers in connection with this transaction. These warranties shall survive the Closing.

18. Notices. Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered to the following addresses, or (ii) if by email to the following email addresses, when the message is received in the office of the addressee, provided that a hard copy is sent the same day by Federal Express or other overnight courier to the following addresses for next business day delivery:

To City:

City of Beaufort

\_\_\_\_\_

Email: \_\_\_\_\_

To Magnus:

Magnus Development Partners, LLC  
719 Holly Street  
Columbia, South Carolina 29205  
Attention: William G. Owen

19. Governing Law. This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

20. Parties. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of Magnus and City and their respective legal representatives, successors and assigns. City may assign this Contract, in whole or in part, to any partnership or any other entity controlled by or under common control with City, without the prior written approval of Magnus. Magnus may assign this Contract in whole or in part to any subsidiary, affiliated corporation, individuals or business organization qualified to do business in South Carolina, without the prior written approval of City; provided, however, that any assignee shall assume all of the duties, obligations and liabilities of assignor under this Contract. In the event of any such assignment, assignor shall not be relieved of its duties and obligations hereunder. The assignor and the assignee shall be jointly and severally liable. Except as hereinabove provided, neither party shall assign this Contract to any other party without the written consent of the other party, which consent will not be unreasonably withheld.

21. Time of the Essence. Time is of the essence in the performance of the terms and conditions of this Contract.

22. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Magnus shall have the right at Magnus's option, to terminate this Contract by giving written notice thereof to City prior to Closing, in which event the Earnest Money shall be refunded to Magnus promptly upon request, all rights and obligations of the parties under this Contract shall expire, and this Contract shall become null and void. If Magnus does not so terminate this Contract, City shall assign to Magnus at Closing all rights of City in and to any awards or other proceeds paid or payable thereafter by reason of any taking. City shall notify Magnus of eminent domain proceedings within five (5) days after City learns thereof.

23. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both Magnus and the City. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

24. Attorneys Fees. If any legal action or other proceeding is commenced to enforce or interpret any term or provision of this Contract or any documents incidental thereto, including, but not limited to, any escrow agreement or any closing documents, the prevailing party shall be entitled to an award of its attorneys' fees and expenses. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. The provisions of this Section shall survive the Closing and/or the termination of this Contract.

25. Tax Deferred Exchange. Upon request, the parties agree to execute and deliver all documents and perform such acts as are reasonably necessary to enable the transactions contemplated by this Contract to qualify as a like kind exchange of real property under §1031 of the Internal Revenue Code of 1986. The requesting party shall bear all additional expenses incurred by the responding party arising out of the exchange process which would not otherwise have been attendant to this transaction.

26. Dates for Performance. If the Closing Date or any other date described in this Contract by which one party hereto must give notice to the other party hereto or must fulfill an obligation is a

Saturday, Sunday or a day observed by the Federal government or by the State of South Carolina government as a legal holiday, then such Closing Date or such other date shall be automatically extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

27. Road Paving. City agrees to pave Schork Road and Schwartz Road within nine (9) months of the Closing Date.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates set forth below.

CITY OF BEAUFORT, SOUTH CAROLINA

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

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

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

Dated: \_\_\_\_\_, 2020

MAGNUS DEVELOPMENT PARTNERS, LLC

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

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

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

Dated: \_\_\_\_\_, 2020

EXHIBIT "A"

DESCRIPTION OF PROPERTY



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/6/2020  
**FROM:** William Prokop, City Manager  
**AGENDA ITEM TITLE:** Approval of County Council appointment of Dan Riedel to the Beaufort Housing Authority Board of Commissioners as a Beaufort County representative.  
**MEETING DATE:** 5/12/2020  
**DEPARTMENT:** City Clerk

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***BACKGROUND INFORMATION:***

At the April 27, 2020 County Council meeting, Council voted to appoint Dan Riedel to the Beaufort Housing Authority of Commissioners as a Beaufort County's representative. Mr. Riedel will fill a at large position and his term will expire in May 2025.

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***PLACED ON AGENDA FOR:***

***REMARKS:***

**ATTACHMENTS:**

Description	Type	Upload Date
County Council Appointment Letter	Backup Material	5/7/2020

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX  
100 RIBAUT ROAD

JOSEPH F. PASSIMENT, JR.  
CHAIRMAN

D. PAUL SOMMERVILLE  
VICE CHAIRMAN

COUNCIL MEMBERS

MICHAEL E. COVERT  
GERALD DAWSON  
BRIAN E. FLEWELLING  
YORK GLOVER, SR.  
CHRIS HERVOCHON  
ALICE G. HOWARD  
MARK LAWSON  
LAWRENCE P. MCELVYN  
STU RODMAN

POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-2180  
www.beaufortcountysc.gov

ASHLEY M. JACOBS  
COUNTY ADMINISTRATOR

SARAH W. BROCK  
CLERK TO COUNCIL

April 29, 2020

William A. Prokop  
Beaufort City Manager  
1911 Boundary Street  
Beaufort, SC 29909

Dear Mr. Prokop:

At our April 27, 2020 County Council meeting, Council voted to appoint Dan Riedel to the Beaufort Housing Authority Board of Commissioners as Beaufort County's representative. Mr. Riedel will fill a County at Large position and his first term will expire on May 2025.

Sincerely,



Joseph F. Passiment  
Beaufort County Council Chairman

cc: Angela Childers



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/8/2020  
**FROM:** Kathy Todd  
**AGENDA ITEM TITLE:** Authorization to allow the City Manager to enter into Negotiations with Waterfront Park Playground Equipment Contractor  
**MEETING DATE:** 5/12/2020  
**DEPARTMENT:** Finance

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**BACKGROUND INFORMATION:**

As part of the Land, Water Conservation Grant, the City is obligated to acquire new playground equipment. A public solicitation was conducted. See the attached memo

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**PLACED ON AGENDA FOR:** *Action*

**REMARKS:**

Request City Council to authorize City Manager to enter into Negotiations with the Contractor, and upon satisfactory terms, enter into the contract.

**ATTACHMENTS:**

Description	Type	Upload Date
Recommendation Memo	Cover Memo	5/8/2020

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## CITY OF BEAUFORT - INTERNAL MEMORANDUM

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**TO:** WILLIAM PROKOP  
**FROM:** JAY PHILLIPS  
**SUBJECT:** RFP 2020 – 112 WATERFRONT PARK PLAYGROUND  
**DATE:** 05/05/2020  
**CC:** LINDA ROPER, KATHY TODD

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The City solicited a Request for Proposal, RFP 2020-112 Waterfront Park Playground on February 27 and March 5, 2020. The RFP was posted on the City’s website, Vendor Registry, the State of South Carolina (SCBO) procurement website was advertised in the Island News. The City received (6) proposals by the submittal date of April 2, 2020. Due to the impact of the COVID-19 virus and the State of South Carolina Executive Order 2020-12 dated March 21, 2020 regarding “social distancing” practices the proposals were received via email in Portable Document Format (pdf) and were publicly opened on April 2, 2020 at 2:01pm during an online Zoom Video conference meeting and the results were publicly read in accordance with the RFP notice.

PROPOSED COSTS:

KOMPAN PLAYGROUND & FITNESS SOLUTIONS	\$199,999
BARRS RECREATION	\$264,729
CAROLINA PARKS & PLAY	\$267,747
BLISS PRODUCTS AND SERVICES, INC.	\$282,450
CHURCHICH RECREATION & DESIGN	\$289,609
GREAT SOUTHERN RECREATION	\$298,682

Upon the Committee’s review of the proposals, three contractors’ proposals were determined to be the most comprehensive at meeting the scope and needs of the RFP. On April 21, 2020, BARRS Recreation, BLISS Products and Services, Inc. and Great Southern Recreation gave summary presentations to the selection committee using ZOOM video conferencing. The committee then met to discuss and evaluate the proposals and presentations. Although not the lowest bidder, the consensus of the committee was that Great Southern’s proposal and presentation was more comprehensive and compelling at addressing the features of the playground area supplied in the RFP and the responses from the citizen survey. Therefore, the committee selected them as the most responsible bidder. The committee came to the decision based on the quality of the company’s products and services, their organization’s ability to successfully provide a unique and iconic design in accordance with the requirements and vision of the project, the quality and engineered features of the equipment, the company’s commitment to warranty the product and installation services, and general customer support. All these attributes were vetted and corroborated through references. Great Southern has confirmed their ability to complete the project by July 31 which is a critical timeline benchmark as this project is partially funded through the Land and Water Conservation Fund Grant.

The committee recommends that we move forward with Great Southern to negotiate design modifications and reduce the cost and based on successful negotiations, enter into the contract with them. If negotiations with Great Southern are not successful, the committee would then recommend moving forward with BARRS Recreation.



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/8/2020  
**FROM:** William Prokop, City Manager  
**AGENDA ITEM TITLE:** Resolution of the City of Beaufort urging all businesses and individuals to closely follow all of Governor McMaster's executive orders regarding COVID-19 including order 2020-28, reopening retail businesses previously determined to be Non-Essential  
**MEETING DATE:** 5/12/2020  
**DEPARTMENT:** City Managers Office

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*BACKGROUND INFORMATION:*

This resolution was adopted on April 28, 2020. An additional bullet number 4 has been added to extend the resolution.

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*PLACED ON AGENDA FOR: Action*

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Resolution	Backup Material	5/11/2020

## RESOLUTION

### **A RESOLUTION OF THE CITY OF BEAUFORT URGING ALL BUSINESSES AND INDIVIDUALS TO CLOSELY FOLLOW ALL OF GOVERNOR McMASTER'S EXECUTIVE ORDERS REGARDING COVID-19 INCLUDING ORDER (2020-28) REOPENING RETAIL BUSINESSES PREVIOUSLY DETERMINED TO BE NON-ESSENTIAL.**

**WHEREAS**, the goals of the state of South Carolina are to sustain a reduction in cases of COVID-19 for at least 14 days, to insure that hospitals in the state are safely able to treat all patients requiring hospitalization without resorting to crisis standards of care, to include a focus on at risk populations. To have capacity to test all people with COVID-19 symptoms. To be able to conduct active monitoring of confirmed cases and their contacts. To have a contingency plan to quickly identify and contain outbreaks in specific locations before lifting additional requirements of the executive orders and;

**WHEREAS**, currently the mortality rate of COVID-19 remains relatively low in South Carolina, however, based on SCMD planning estimates, the number of confirmed cases in South Carolina doubles about every 4.33 days since the outbreak. Based on the numbers for the past five days, cases have doubled every 26.08 days. Most recent testing results from DHEC are showing **about** a 10% positive rate of the number of samples tested. Given the uncertainty of the scope of community spread, degree of contagiousness and no current vaccination, the primary concern continues to be addressing the spread of the virus and public messaging and;

**WHEREAS**, as of April 25, 2020, the total number of cases of person infected with COVID-19 in South Carolina is 5253, with 158 deaths; including 244 current cases in Beaufort County with 8 deaths and;

**WHEREAS**, with the reopening of certain non-essential businesses, the City finds it is necessary to take steps to try to protect its citizens, employers, and employees from increased risk of exposure to COVID-19 and;

**WHEREAS**, the City of Beaufort encourages telework when possible, continued implementation of social distancing measures, the strict compliance with DHEC and CDC sanitation guidelines, the use of masks for close contact providers, and the maintenance of hand hygiene and respiratory etiquette. We encourage businesses to provide a barrier, such as plexiglass or plastic, for those positions requiring walkup or checkout service; provide hand sanitizers for customer and employee use; public waiting areas should use 6-foot marks to delineate safe social distancing areas and aisles, including signage enforcing the rules and;

**WHEREAS**, the City of Beaufort urges all citizens to follow all the guidelines, mandates, laws, and emergency resolutions set forward by the federal, state, county, and City to properly combat COVID-19. Everyone needs to practice good hygiene – wash hands often; avoid touching eyes, nose, or mouth with unwashed hands, maintain social distance of at least 6 feet; avoid contact with sick people; stay at home if you are sick and avoid others; cover your mouth and nose with a tissue or sleeve when coughing or sneezing; and most of all be respectful of others safety.

**NOW, THEREFORE, BE IT, AND IT HEREBY IS, RESOLVED BY THE CITY OF BEAUFORT COUNCIL FOR THE CITY OF BEAUFORT, SOUTH CAROLINA, AS FOLLOWS:**

1. The City of Beaufort hereby advises that it shall enforce all executive orders of the Governor that have been issued regarding COVID-19 restrictions and regulations.
2. The City of Beaufort Council hereby advises and urges limiting outdoor recreation to activities that do not involve travel by automobile and avoid areas where groups of 3 or more people congregate, this includes beaches, sandbars, parks, etc. The City of Beaufort Council encourages such activities as walking and bicycle riding on the Spanish Moss Trail, pathways, streets and open areas that can be accessed close to your residence.
3. The City of Beaufort Council urges businesses that are unable to comply with the Governor's Executive orders regarding COVID-19 where the practice of social distancing is impractical, to Consider voluntarily closing through May 31, 2020 or the lifting of the COVID-19 Executive orders.
4. This Resolution shall remain in effect through July 12, 2020 unless the COVID-19 Emergency orders are rescinded by the Governor and restrictions and regulations are lifted.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 12<sup>th</sup> day of May 2020.

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BILLY KEYSERLING, MAYOR

ATTEST:

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IVETTE BURGESS, CITY CLERK



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**CITY OF BEAUFORT**  
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 5/7/2020  
**FROM:** William Prokop, City Manager  
**AGENDA ITEM TITLE:** Ordinance and Leasing Transitional Parcels in Parks and other Property Owned by the City for Restaurants to Provide Outdoor Dining Services - 1st Reading  
**MEETING DATE:** 5/12/2020  
**DEPARTMENT:** City Managers Office

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*BACKGROUND INFORMATION:*

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*PLACED ON AGENDA FOR:*

*REMARKS:*

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	5/7/2020

## **ORDINANCE**

### **CREATING AND LEASING TRANSITIONAL PARCELS IN PARKS AND OTHER PROPERTY OWNED BY THE CITY FOR RESTAURANTS TO PROVIDE OUTDOOR DINING SERVICES**

WHEREAS, heretofore, by Executive Order of the Governor, restaurants have been limited during the Covid-19 emergency declaration to pick up and delivery services for off-premises consumption; and,

WHEREAS, by Executive Order 2020-31 dated May 3, 2020, Governor Henry McMaster provided for and authorized restaurants to begin providing outdoor customer dining services in addition to previously authorized services for off-premises consumption; and,

WHEREAS, the services provided by restaurants to the citizens of Beaufort, and the individuals employed in these businesses, are vital to the local economy and the financial health of the City; and,

WHEREAS, it is beneficial to the City and its citizens to assist where possible local restaurants in this time of emergency due to Covid-19; and,

WHEREAS, numerous restaurants are located adjacent to City parks and other lands owned by the City; and,

WHEREAS, it is in the best interest of the City to authorize and allow such restaurants to provide outdoor customer dining on such parks and other City lands; and,

WHEREAS, such authorization will be limited in scope to Transitional Parcels not to exceed 400 square feet, and will be temporary in duration for the period of Emergency Declaration due to Covid-19; and,

WHEREAS, the Code of Ordinances requires an Ordinance for the lease of City property;

NOW THEREFORE be it ordained by the City Council of Beaufort, South Carolina, in Council duly assembled, and by the authority of the same, as follows:

This Ordinance shall apply to all restaurants and food service businesses located adjacent to City parks and other City owned property. With respect to these businesses, there shall be created a “Transitional Parcel” adjacent and contiguous to the property operated by the restaurant, with an area of approximately 20 x 20

