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CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL WORKSESSION AGENDA
May 23, 2023

STATEMENT OF MEDIA NOTIFICATION

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

WORKSESSION - City Hall, Planning Conference Room, 1st Floor - 5:00 PM

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

I. CALL TO ORDER

A. Stephen D. Murray III, Mayor

II. PRESENTATION

- A. Interviews of Applicants for Boards, Commissions and Committees
- B. Updates on The Downtown/Point Drainage Project , Southside Park Design Project
- C. Update on Washington Street Park Project

III. DISCUSSION ITEMS

- A. Memorandums of Understanding between the City of Beaufort Police Department and the Beaufort County Sheriff's Department
- B. Beaufort Commerce Park Restrictive Covenants

IV. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding personnel appointed by Council
- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding the proposed sale or purchase of property

V. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 4/25/2023
FROM: Traci Guldner, City Clerk
AGENDA ITEM
TITLE: Interviews of Applicants for Boards, Commissions and Committees
MEETING
DATE: 5/23/2023
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Historic District Review Board - Chris Hartley, Maxine Lutz, Rob Petitgout, Wayne Reynolds

Tourism Development Advisory Board - Vimal Desai, Matthew McAlhaney

Zoning Board of Appeals - Kevin Blank

PLACED ON AGENDA FOR: Discussion

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 5/17/2023
FROM: Neal Pugliese
AGENDA ITEM TITLE: Updates on The Downtown/Point Drainage Project , Southside Park Design Project
MEETING DATE: 5/23/2023
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

These two projects are ongoing. Staff is making presentations to update council and the public.

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

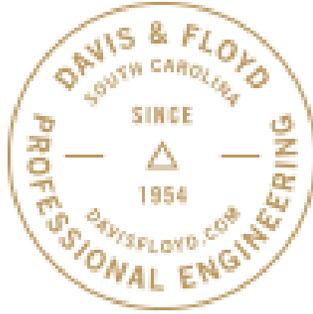
Description	Type	Upload Date
Presentation	Backup Material	5/18/2023



City of Beaufort Update The Point/Downtown Drainage Improvements / Southside Park

May 23, 2023

Objectives



- Status Update on The Point / Downtown Drainage Improvements
- Status Update on Southside Park (D|F – managed project)



Michael V. Horton, PE, CFM,
LEED-AP
Hydraulic and Hydrologic
Engineering



D. Brice Urquhart, PE
Program Principal, Transportation
Engineering



Bryan D. Webb, PE, PTOE RSP²¹
Program Coordinator | General Engineering



Melissa C. Webb
Project Delivery | Grant Support



Steven R. Wall, PE
Civil Engineering

Your D|F Program Support

- Drainage Study Completed August 2022
 - Data Gathering / Monitoring
 - Flood Modeling
 - Maintenance Recommendations
 - Project Recommendations
 - Project Prioritization

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INCORPORATED
1882
PROFESSIONAL ENGINEERS

**"The Point and Downtown Drainage Study" for
City of Beaufort**
Final Report - August 2022
Project No. 031959-01

PREPARED FOR:
City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

PREPARED BY:
Ryne C. Phillips, PE and Austin M. Ware, EIT
Davis & Floyd, Inc.
P.O. Box 61500
North Charleston, SC 29405
(843) 554-8100

ides in October 2015.
MyCoast.
nd condition of drainage
ble information meeting
blem areas to the team. A
bers to easily document
h flood events. Beaufort
ject study area extents.

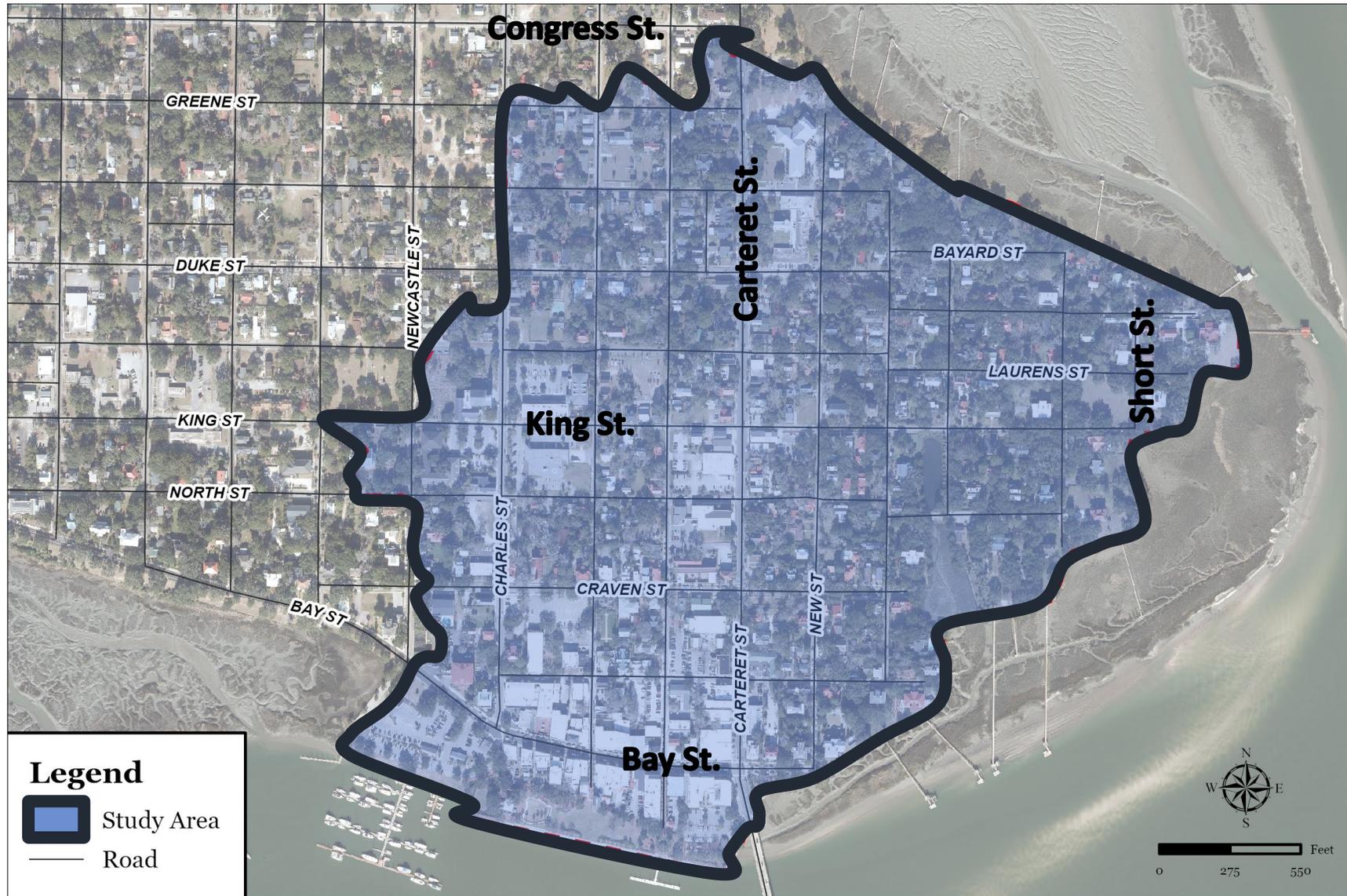
DAVIS & FLOYD
INCORPORATED
1882
PROFESSIONAL ENGINEERS

Point/Downtown Drainage Study
City of Beaufort, SC
EC - Current - 2 year - SCS

Davis & Floyd, Inc.
031959-01
August 2022

The Point/Downtown Drainage Improvements

Improvement Area

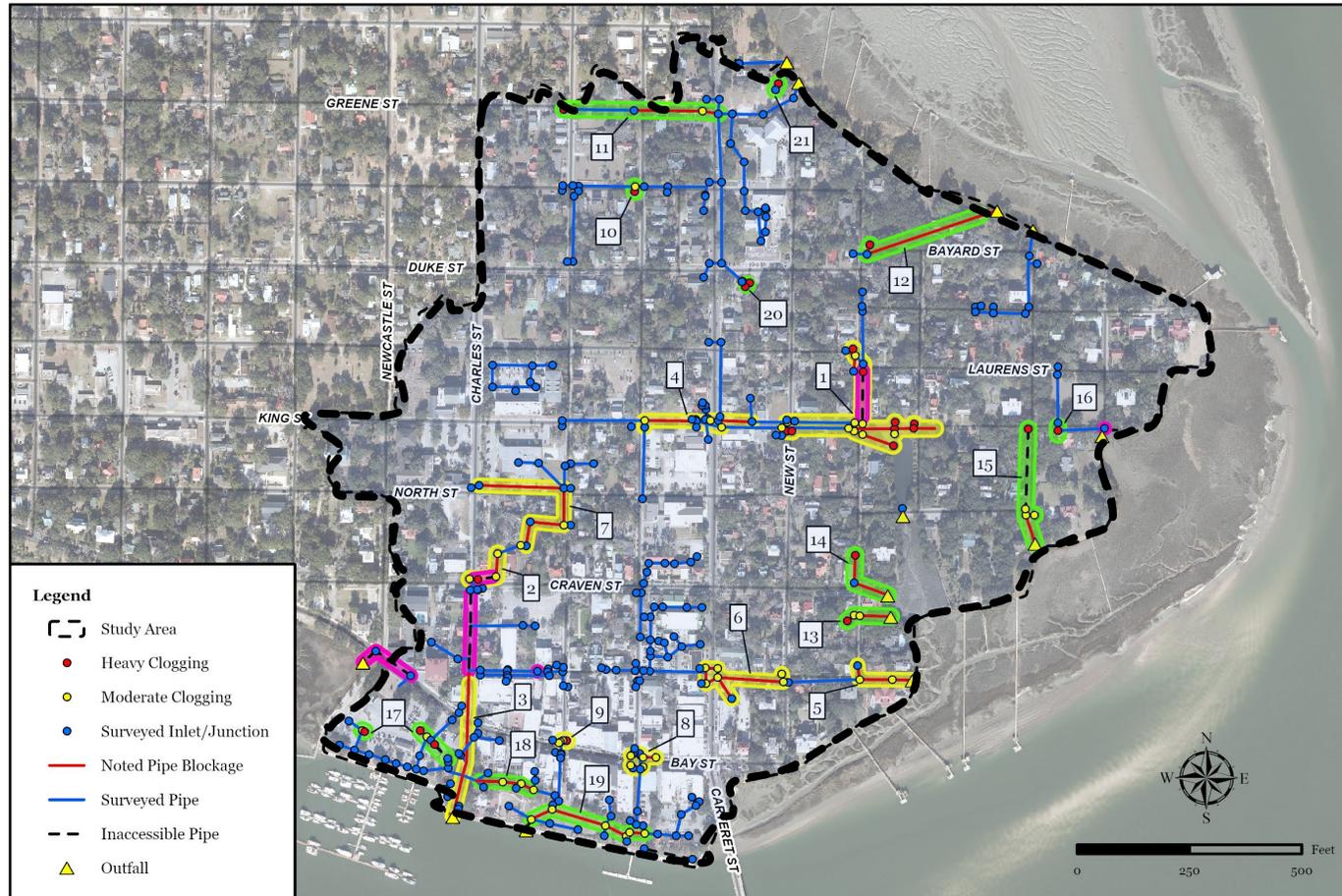


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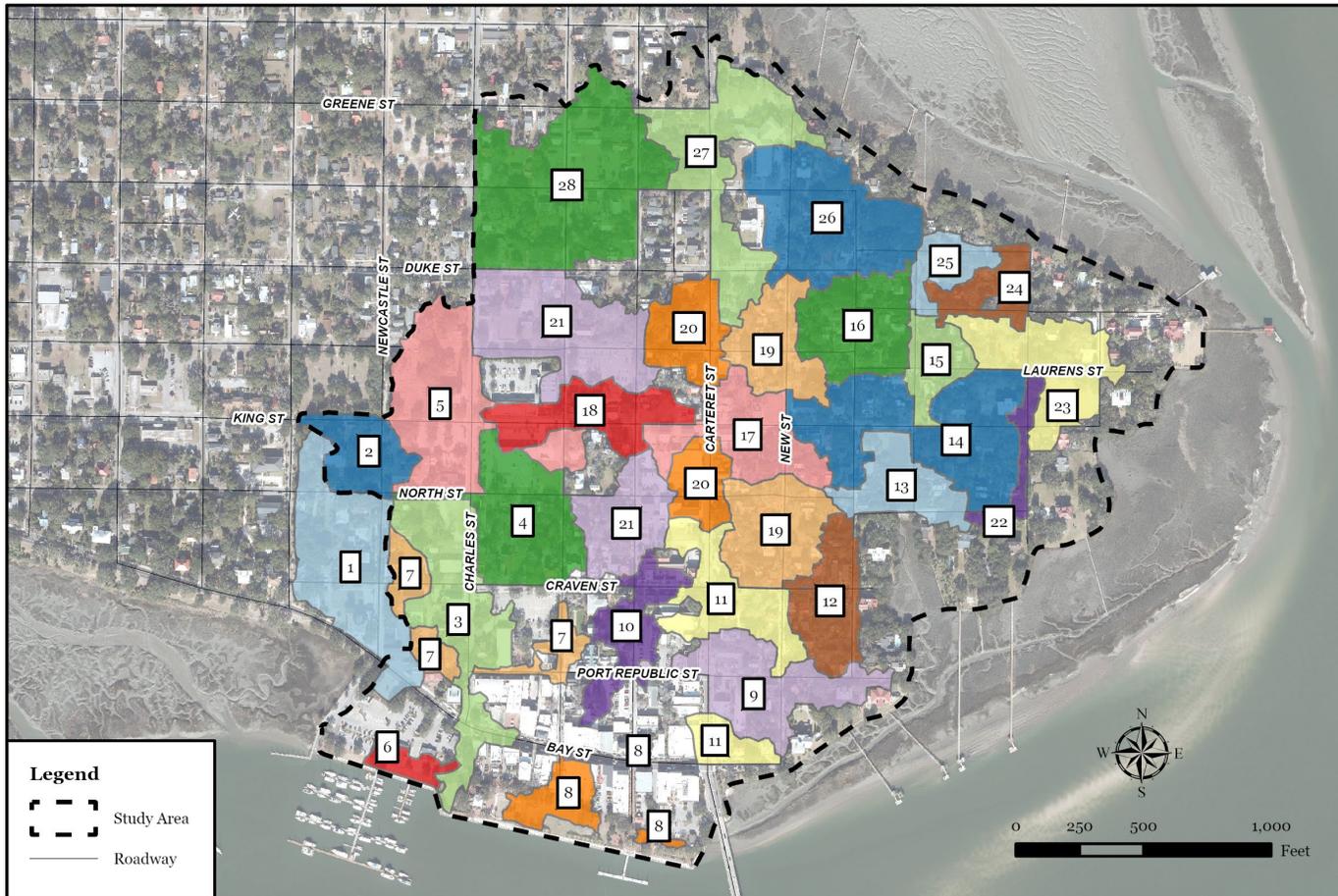


Recommendations - Maintenance



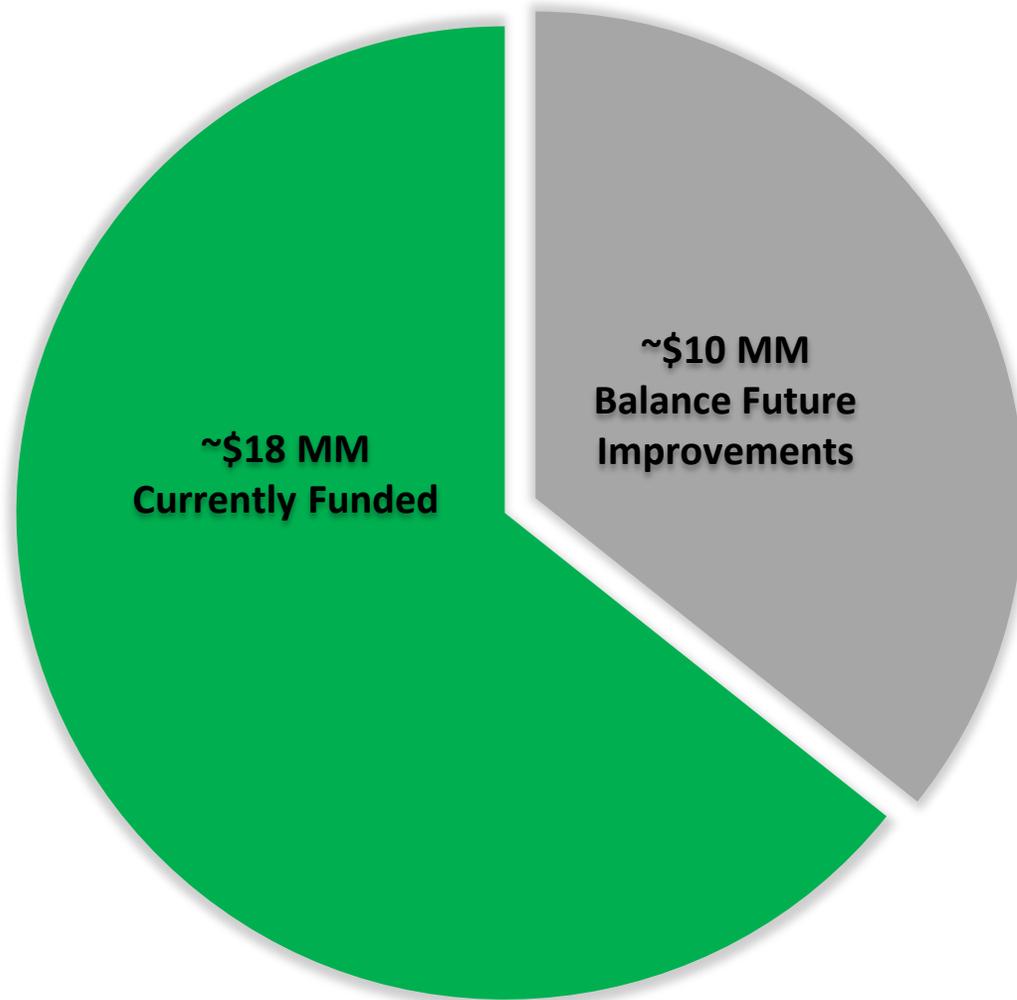
- Recommended maintenance aids reduction in nuisance flooding during low intensity rainfall events.
- 21 Maintenance Priority Zones Recommended and Addressed by City / coordinating agencies.

Recommendations – Drainage Improvements



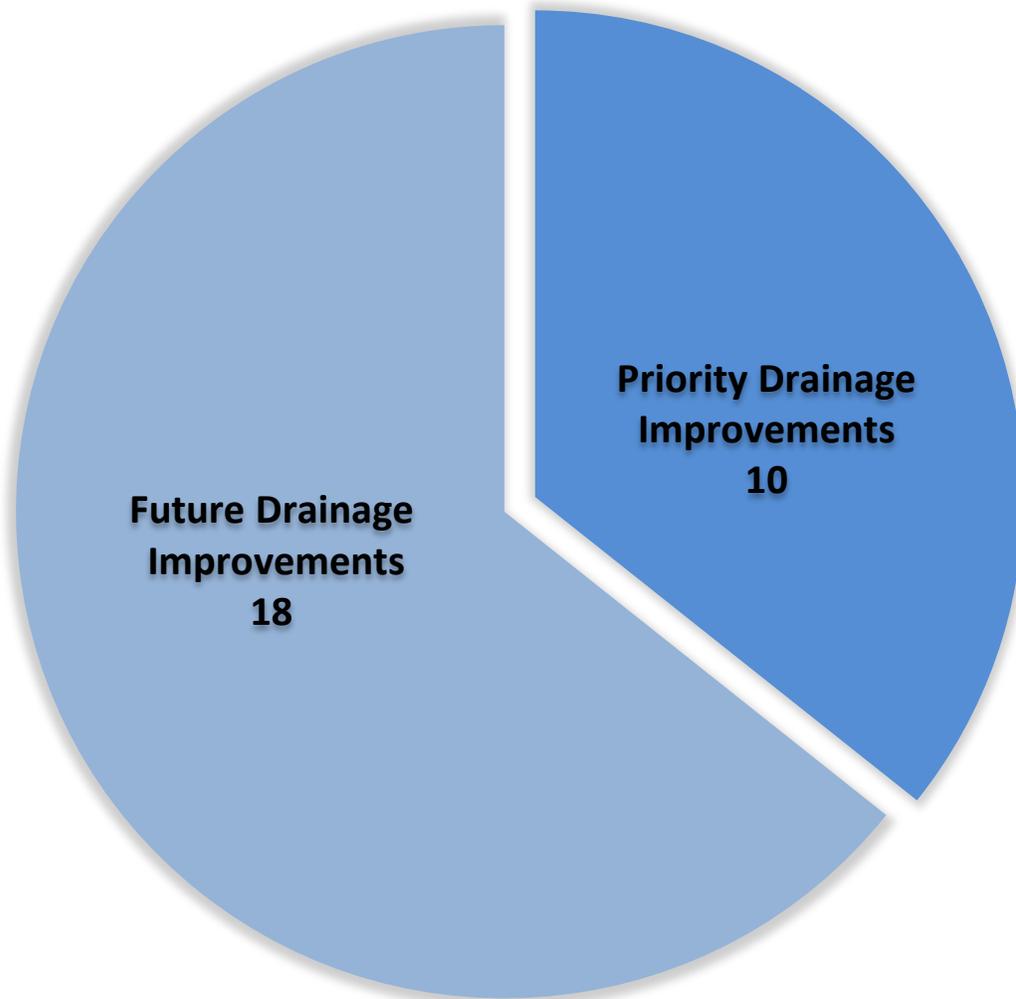
- 28 Drainage Improvement Projects Conceptualized/ Prioritized
- Estimated total Design/Construction Cost = \$28MM
- City on notice to receive City applied / continues to apply for various grants
- Non-City Funding awarded/in process = slightly under \$18MM

Estimated Costs - Drainage Improvements



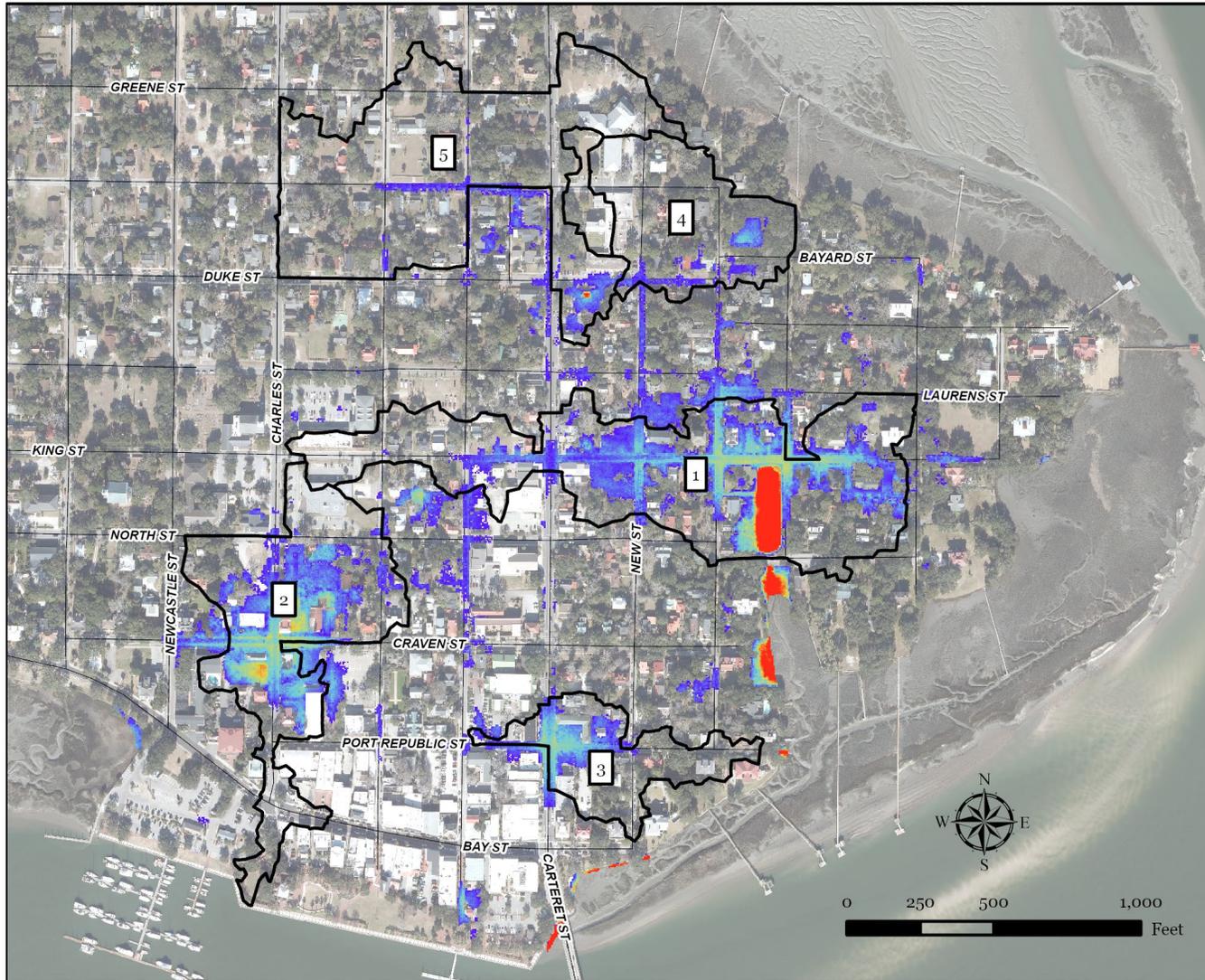
- Estimated total Design/Construction Cost = \$28MM
- City on notice to receive City applied / continues to apply for various grants

Prioritization – Drainage Improvements



- 28 Drainage Improvement Projects Conceptualized/
Prioritized in terms of impact to City, residents, visitors
 - Estimated total Design/Construction Cost = \$28MM
- 10 Projects identified as high-priority
 - Estimated total Design/Construction Cost of High-Priority = \$23MM

High-Priority Drainage Improvements (10)

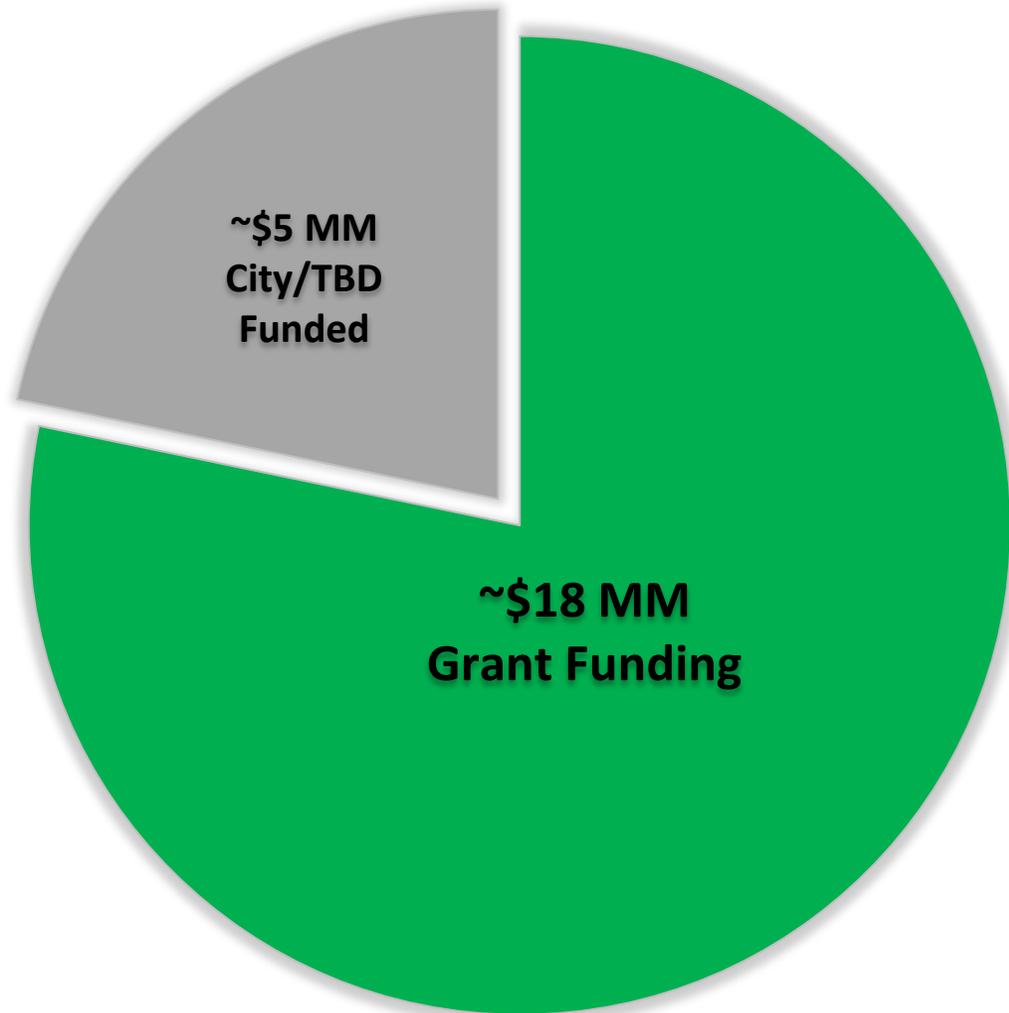


High priority project rankings, costs, and funding.

Rank	Project Grouping	Included Projects	Estimated Cost
1	King St.	13, 14, 17, 18	\$11.1 MM
2	Charles St. / Craven St.	3, 4	\$4.5 MM
3	Port Republic / Carteret St.	9	\$3.1 MM
4	Bayard St.	26	\$1 MM
5	Washington St. / Carteret St.	27, 28	\$3.2 MM

High Priority Drainage Estimate \$ 22.9MM

High-Priority Drainage Project Funding



- ✓ King St.
- ✓ Charles St. / Craven St.
- ✓ Port Republic
- ✓ Bayard St.
- ✓ *Washington/Carteret St.

**Funding TBD*

Estimated Cost \$ 22,911,971

Grant Awards **\$ 17,787,650**

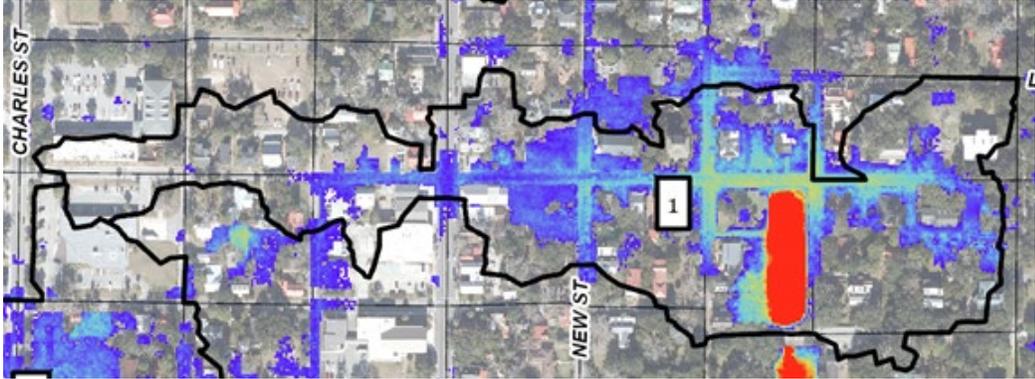
Drainage Project Grant Funding

Priority	Project	Funding Source	Grant Amount
1	King St.	RIA / SCIIP	\$9,460,299
2	Charles St. / Craven St.	SCOR / ASIP	\$7,527,351
3	Port Republic / Carteret St.		
4	Bayard St.	EPA / STAG	\$800,000
5	Washington/Carteret St.	TBD	TBD
~Totals			\$ 17,787,650



Priority 1 – King Street Drainage Improvements

Milestone	Status
Analysis	Complete
Conceptual Design	Complete
Funding	Pending RIA / SCIIP Release of Award
Design / Permitting / Bidding	~9 months from Engineer NOA
Construction	~21-month duration
Closeout	~2-month duration



- Install new drainage infrastructure
- Reroute existing pipes
- Upsize pipes
- Install new stormwater pumpstation

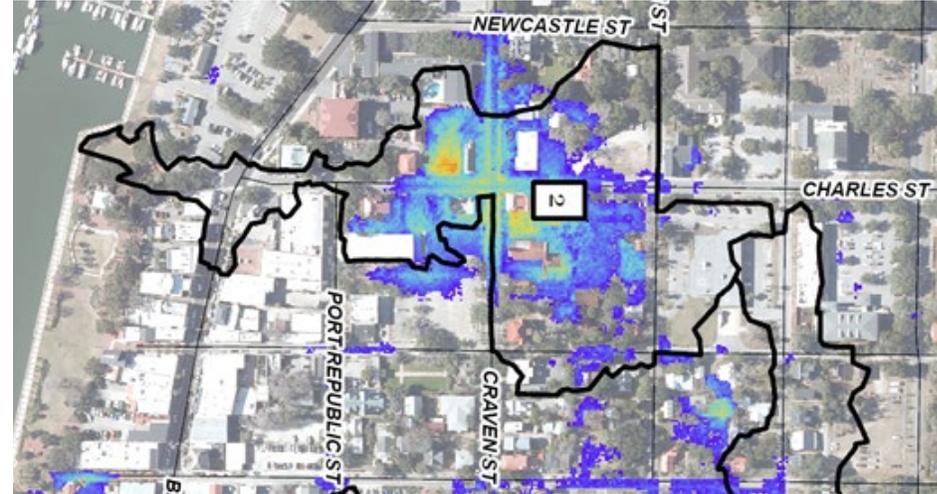
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Priority 2 – Charles / Craven Street Drainage

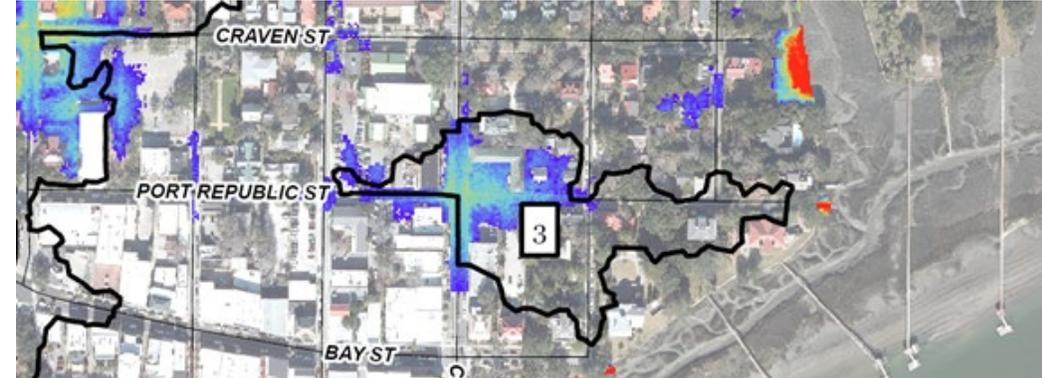
Milestone	Status
Analysis	Complete
Conceptual Design	Complete
Funding	Pending SCOR/ASIP Release of Award
Design / Permitting / Bidding / Construction / Closeout	TBD in coordination w/ SC Office of Resilience



- Install new drainage infrastructure
- Reroute existing pipes
- Replace existing pipes
- Upsize pipes

Priority 3 – Port Republic Drainage

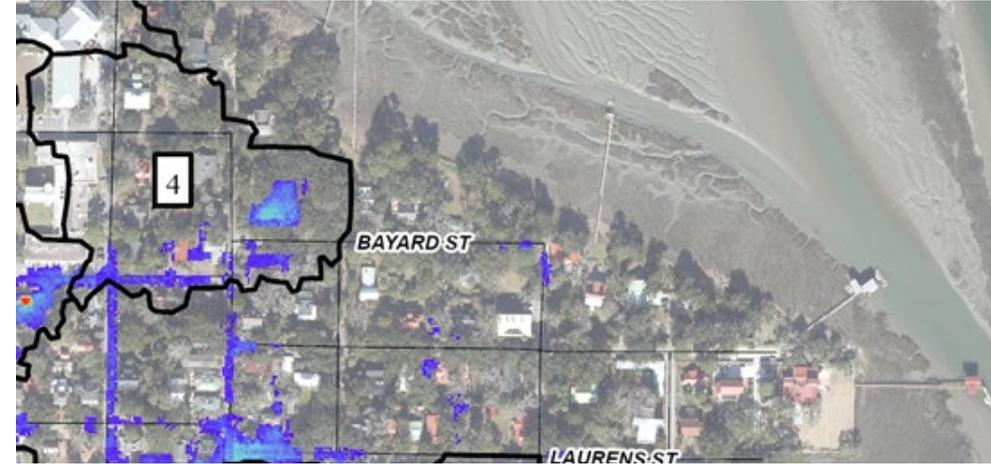
Milestone	Status
Analysis	Complete
Conceptual Design	Complete
Funding	Pending SCOR/ASIP Release of Award
Design / Permitting / Bidding / Construction / Closeout	TBD in coordination w/ SC Office of Resilience



- Install new drainage infrastructure
- Upsize pipes

Priority 4 – Bayard Street Drainage Improvements

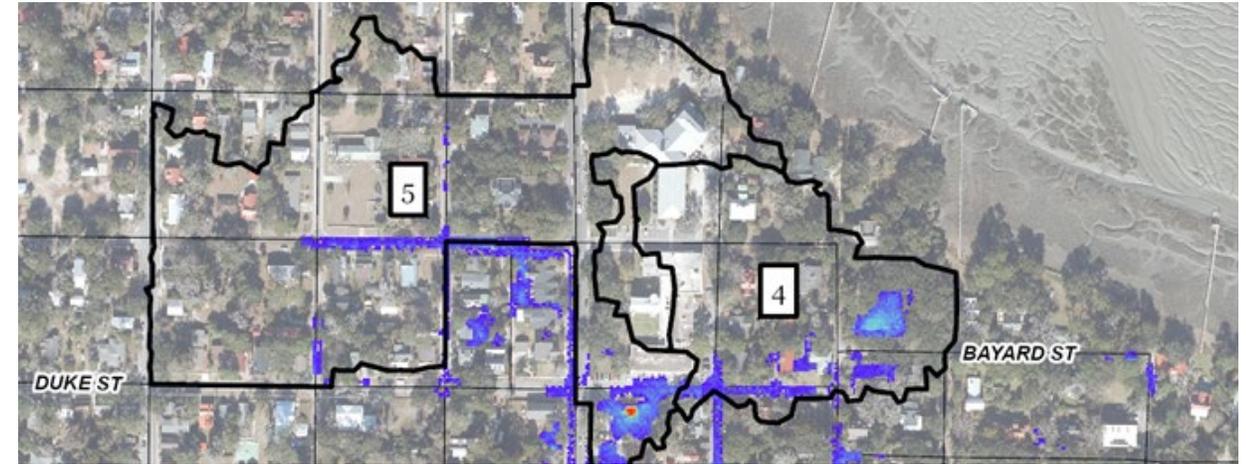
Milestone	Status
Analysis	Complete
Conceptual Design	Complete
Funding	Pending USEPA Release of Award
Design / Permitting / Bidding / Construction / Closeout	TBD in Coordination w/ USEPA / Grant Requirements



- Install new drainage infrastructure
- Rehabilitate pipes
- Upsize pipes

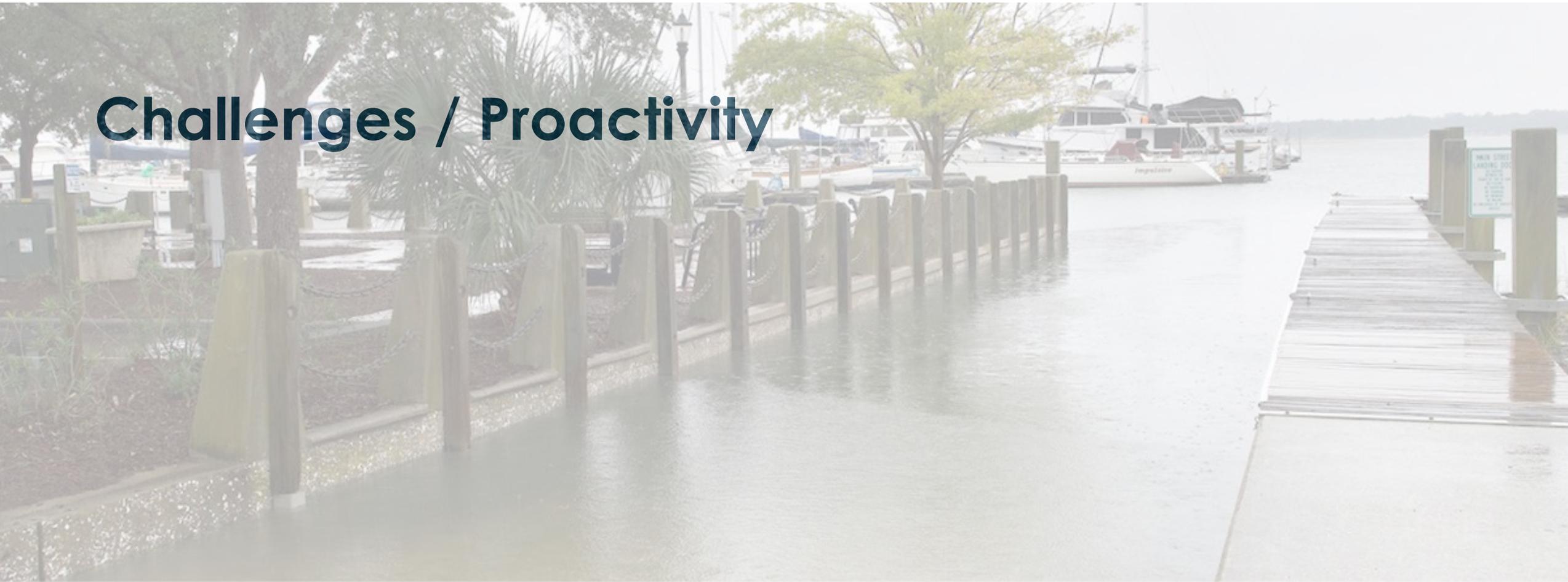
Priority 5 – Washington/Carteret Street Drainage

Milestone	Status
Analysis	Complete
Conceptual Design	Complete
Funding	Pending
Design / Permitting / Bidding / Construction / Closeout	TBD in Coordination w/ Future Funding Approach / Requirements



- Install new drainage infrastructure
- Upsize pipes

Challenges / Proactivity





City of Beaufort Update Southside Park – Phase 1

May 23, 2023

Southside Park Conceptual Master Plan (5/22)

Wood & Partners, Architect

Phase 1



Swing Bench



Bench



Picnic Table



Trash Receptacle



Playground and Safety Surface



Dog Park Entry



K9 Grass (Artificial Turf)

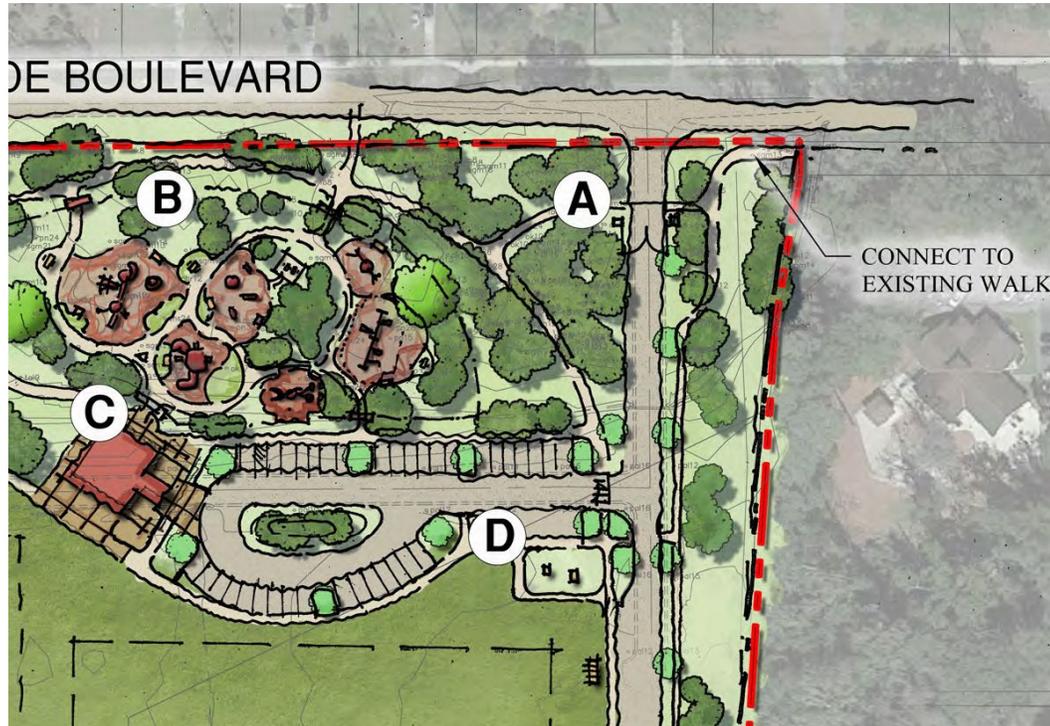


- A** CONNECT TO EXISTING VEHICULAR ENTRY
- B** WOODLAND PLAYGROUND & PARKING
 - 2-5 Year Old Play
 - 5-12 Year Old Play
 - Accessible Features
 - Picnic Tables & Benches
 - ± 41 Parking Spaces
- C** EVENT PAVILION
 - Restrooms & Storage
 - 6 Picnic Table Capacity
 - Serves Playground & Festival Lawn
- D** FITNESS NODES (3)
 - Stations with Mixed Outdoor Fitness Equipment (2 per Node)
- E** ENHANCED STREETSCAPE
 - On-Street Parking
 - Sidewalks
 - Canopy Trees
- F** MULTI-USE FESTIVAL LAWN
 - Re-Grade for proper drainage
 - Provide Festival Opportunities
 - Provide Free Play Recreation
 - Sized for (2) Soccer Fields (225x360')
 - Concrete Walk with Swing Benches
- G** RENOVATE EXISTING RESTROOMS
- H** IMPROVED PARKING FOR DOG PARK, FESTIVAL LAWN & DISC GOLF COURSE
 - ± 114 Parking Spaces
- I** RENOVATED DOG PARK
 - 1 Large and Small Dog Areas
 - New Fence Enclosures
 - New Common Entry Corral with Leash Hooks
 - New Pet Fountain with Mistng Sprays & Lockable Hose Bibb
 - Artificial (K-9) Turf in Large Jog Area
 - Potential Agility Course & Surfing
 - Large Dog Picnic Pavilion (4 Table Capacity)
 - Small Dog Picnic Pavilion (2 Table Capacity)
 - Pet Waste Stations
- J** POTENTIAL WALK CONNECTIONS TO WADDELL ROAD & COUNTY PARK SITE
- K** CREATED WETLAND HABITAT AND DRAINAGE AREAS
 - Expand Low Areas to Create Wetland Habitat and Improve Site Drainage Storage
 - May Utilize Cut for Fill On-Site to Re-Grade Festival Lawn
 - Wetland Overlook
 - Interpretative Signage
- L** DISC GOLF COURSE (9 HOLES) & TRAILHEAD
- M** HALF COURT BASKETBALL (42' x 50')
 - Benches
- N** NORTHWEST PREVIOUS PATHS
- O** RENOVATE EXISTING COMMUNITY BUILDING

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Southside Park - Phase 1



- City PM – Linda Roper
- Project Team
 - D|F – Civil Design
 - Wood & Partners - Architect
- Project Components
 - A. Controlled Vehicular Access
 - B. Woodland Playground
 - C. Event Pavilion
 - D. Parking Improvements

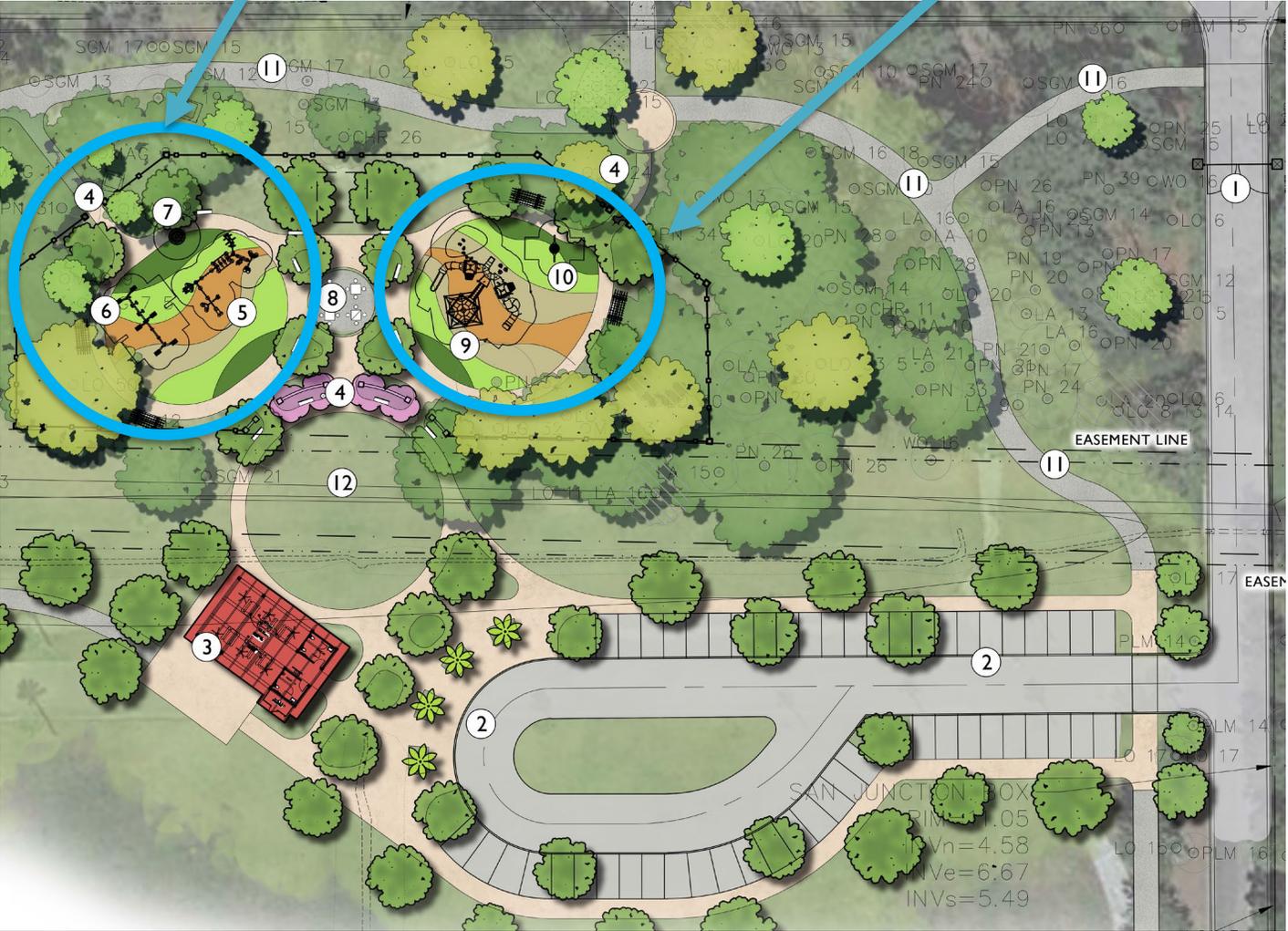
Southside Park - Phase 1 Milestone Project Schedule

- Schematic Design (30%) March 16, 2023
- **Design Development (50%)** **May 17, 2023**
- Construction Documents (90%) July 18, 2023
- Construction Documents (100%) September 1, 2023
- Bidding/Award December 1, 2023
- Construction Commences January 15, 2024

Playground Update

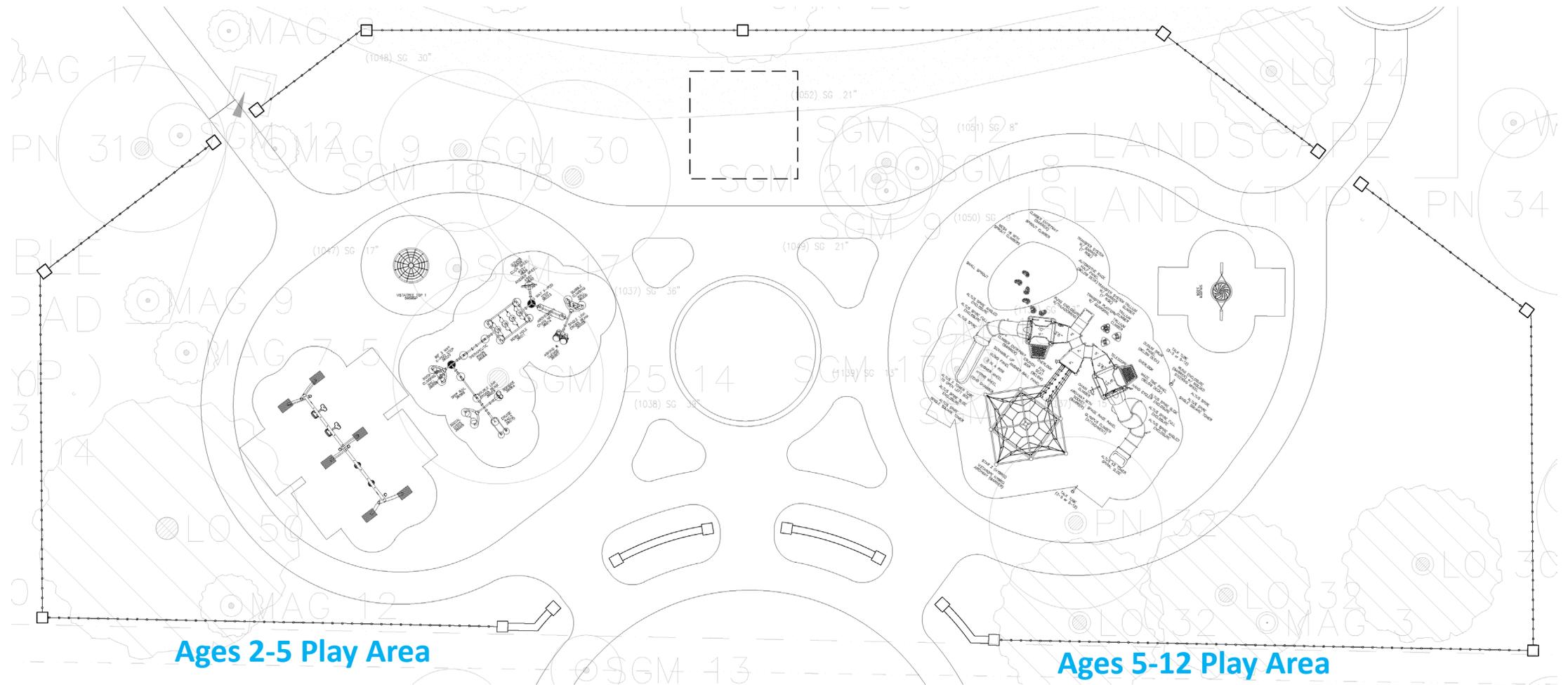
Playground Ages 2-5

Playground Ages 5-12



- Playground layouts (2) are established.
- Playground equipment selected
- Project **Critical Path**
 - Playground equipment approval.

Playground Site Plan



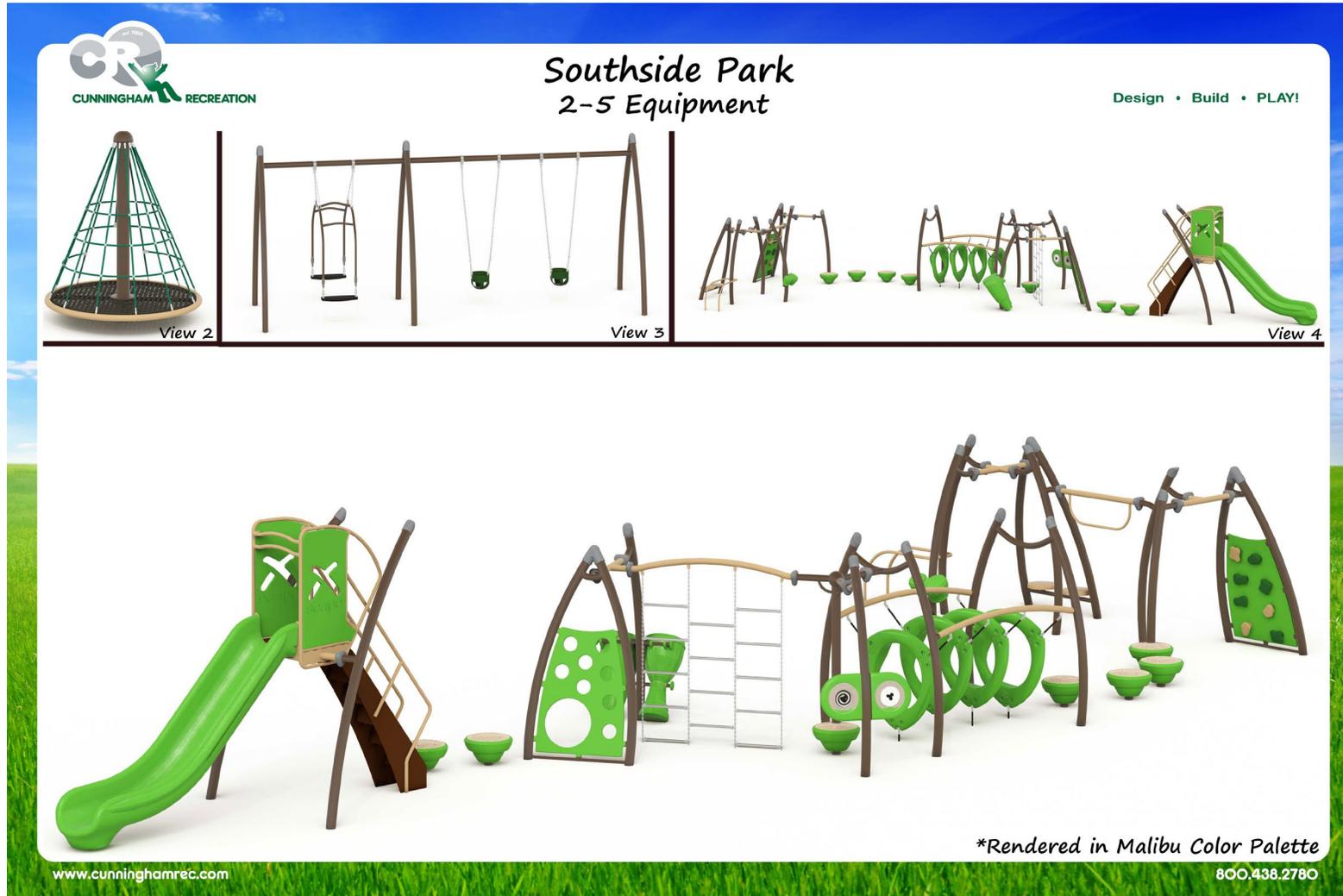
Ages 2-5 Play Area

Ages 5-12 Play Area

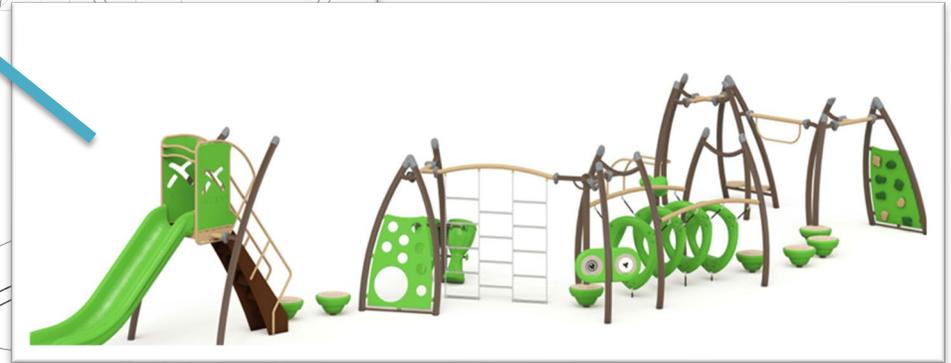
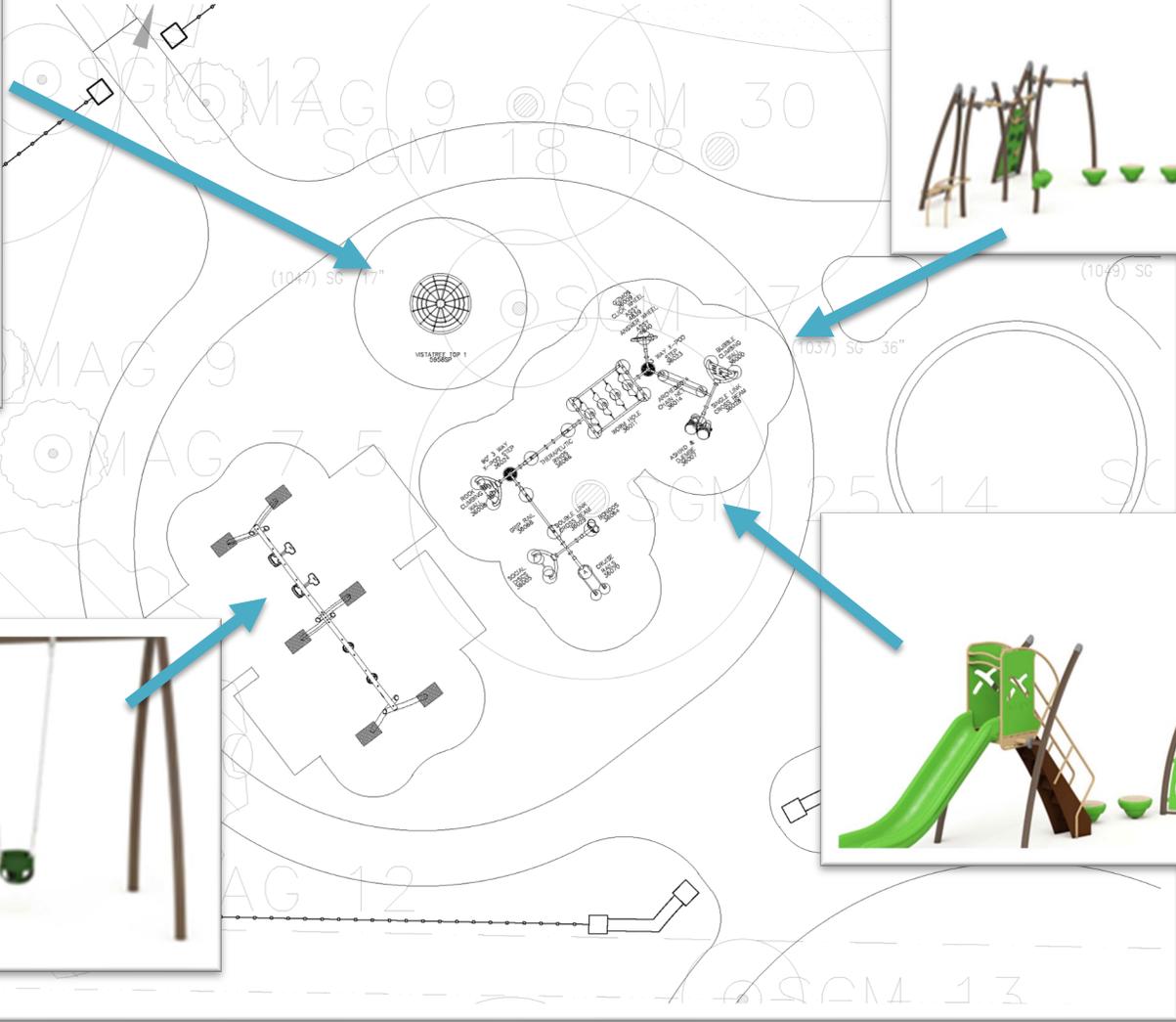


Critical Path

Equipment Playground Ages 2-5



Equipment Ages 2-5

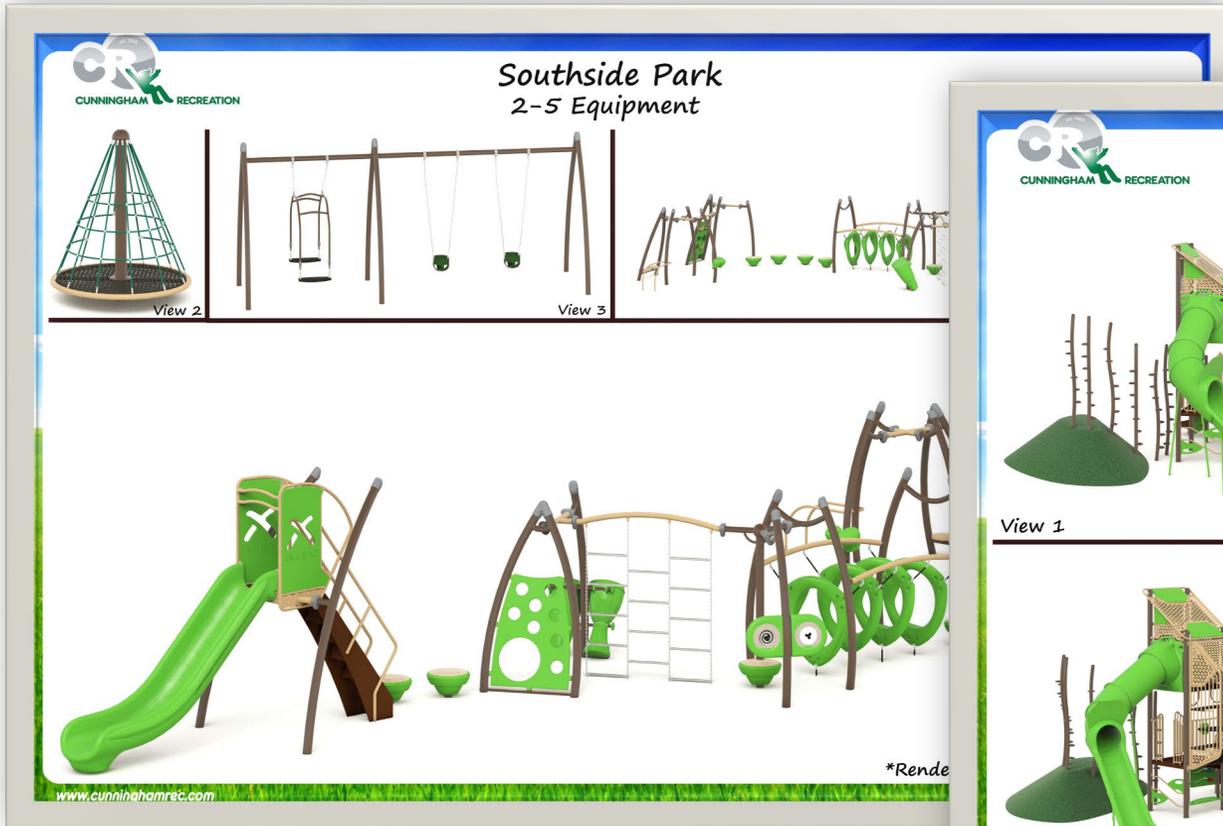


Critical Path

Equipment Playground Ages 5-12



Critical Path Procurement Needs



Questions?



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 5/18/2023
FROM: Linda Roper, Downtown Operations and Community Services Director
AGENDA ITEM TITLE: Update on Washington Street Park Project
MEETING DATE: 5/23/2023
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

This project is ongoing. Staff is making this presentation to update council and the public.

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Presentation	Backup Material	5/18/2023

Washington Street Park Update

Washington Street Park History

- Located in the Historic Northwest Quadrant neighborhood in City of Beaufort's National Landmark Historical District.
- Park was founded in the early 1940's as the Beaufort County Negro Recreation Center by the African American Leaders. City of Beaufort continues to operate the park as a city park today through its lease agreement formalized on September 15, 2017.
- The City of Beaufort highlighted the park as a Civic investment in 2011 and initiated the park's revitalization in 2017.
- The City built new restrooms (2017-2018) and updated 40+ year playground equipment (2021) in Phase I of the Masterplan. Phase II includes construction of a pavilion and relocation of the half basketball court with an adjacent multipurpose court and wall.

Washington Street Park Masterplan



Phase I-Completed



Washington Street Park Phase II

- The City has initiated Phase II:
- A Phase I Environmental Study was completed in April and submitted to SC Department Commerce for review. City is now awaiting approval.
- City has put out a request for a quote for the design of the pavilion and relocation of the basketball court to Davis and Floyd under our IDC contract. The quote is due May 24, 2023.
- Next step will be to design park according to the master plan through bid for construction.



Washington Street Park Funding

- The total cost of Phase II is \$925,000.
- City requested and received \$80,000 with a \$20,000 local match for a total project cost of \$100,000 from the Parks and Recreation Development Fund (PARD).
- City requested \$250,000 with a \$25,000 local match from the Community Development Block Grant Program (CDBG).
- Remaining Balance of \$550,000 funding source will be determined.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 5/16/2023
FROM: Dale McDorman, Police Chief
AGENDA ITEM TITLE: Memorandums of Understanding between the City of Beaufort Police Department and the Beaufort County Sheriff's Department
MEETING DATE: 5/23/2023
DEPARTMENT: Police

BACKGROUND INFORMATION:

These Memorandum's of Understanding are a partnership between the City of Beaufort Police Department and the Beaufort County Sheriff's Office.

These also allow us to provide advanced training and specialty assignments to further our retention efforts and provide a better quality of service to our community. Further, these agreements allow for cost sharing, providing additional benefits while being fiscally responsible.

Bomb Squad
Canine Unit
Crime Scene Unit
Special Weapons and Tactics Team (SWAT)

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
MOU - Bomb Squad	Backup Material	5/18/2023
MOU - Canine	Backup Material	5/18/2023
MOU - Crime Scene Unit	Backup Material	5/18/2023
MOU - SWAT	Backup Material	5/18/2023

constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

SECTION 4: Vesting of Authority and Jurisdiction: To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' named duly qualified law enforcement officers acting within and without his resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

SECTION 5: Term and renewal: This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

SECTION 6: Scope of services: The services to be rendered pursuant to this Agreement shall solely involve the conditional transfer of law enforcement officers from one Party's jurisdiction to the Bomb Squad pursuant to the terms set forth in this agreement. The scope of services to be provided to the Bomb Squad involving explosives, suspected improvised explosive devices, incendiary devices, explosive chemicals, pyrotechnics, ammunition, other types of hazardous devices, and post blast investigations. Additionally, as needed the Bomb Squad will act as a support component of the Bomb Squad during all its operational assignments providing explosive, breaching capabilities, booby-trap neutralization, robot operations, WMD responses, along with any special assignments as deemed appropriate and approved by the Sheriff or his designee. The unit is also available to assist local, state, and federal agencies upon request.

SECTION 7: Assignment of Law Enforcement Officers: Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

SECTION 8: Authority over personnel: Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the Parties as employers and the Bomb Squad as employees shall remain with the individual Parties and each Party shall be responsible for ensuring compliance with all applicable local, state and federal employment laws regarding their Bomb Squad members. Notwithstanding the foregoing, any law enforcement officer assigned by a Party to the Bomb Squad under this Agreement shall be directed by the Bomb Squad Commander as to all the Bomb Squad duties.

SECTION 9: Training: All named Law Enforcement personnel from Beaufort PD will attend all training mandated by their respective agencies. In addition, all members assigned to the Bomb Squad will attend and pass all training pertaining to their duties as a Bomb Squad member. Upon

agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement with the Bomb Squad. The BCSO will ensure members of the Bomb Squad meet necessary qualifications and standards deemed appropriate by BCSO General Orders. Any named Law Enforcement personnel from Beaufort PD assigned to the Bomb Squad under this agreement shall be removed if s/he fails to meet the qualifications and standards deemed appropriate by BCSO.

SECTION 10: Records: Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

SECTION 11: Equipment: All required equipment for members of the Bomb Squad will be provided by BCSO. Notwithstanding the foregoing, this Agreement does not provide either Party with any greater rights to use the equipment of the other Party without its expressed consent.

SECTION 12: Compensation, Bond and Related Matters: This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

SECTION 13: Insurance: Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

SECTION 14: No Indemnification or Third Party Rights: The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

SECTION 15: Severability: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or

inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

SECTION 16: Other Agreements. This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

SECTION 17: Modification or Amendment. This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the Parties.

SECTION 18: Freedom of Information Act. Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request, and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

SECTION 19: Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

SECTION 20: Captions. The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

SECTION 21: Termination. In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

SECTION 22: Automatic termination of Agreement. This MOU shall remain in effect if either signatory for Beaufort County Sheriff's Office or Beaufort Police Department are no longer employed with their respective Agency for a period of thirty (30) days after their last date of employment. Following the thirty (30) daytime period, this MOU shall be invalid.

SECTION 23: Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY

(Signature of Witness 1)

BY: _____

P.J. TANNER, SHERIFF

DATE: _____

(Signature of Witness 2)

BEAUFORT POLICE DEPARTMENT

(Signature of Witness 1)

BY: _____

DALE MCDORMAN, CHIEF

DATE: _____

(Signature of Witness 2)

CITY OF BEAUFORT, a South Carolina municipal corporation

(Signature of Witness 1)

BY: _____

STEPHEN D. MURRAY III, MAYOR

DATE: _____

(Signature of Witness 2)

(Signature of Witness 1)

ATTEST: _____

SCOTT MARSHALL, CITY MANAGER

DATE: _____

(Signature of Witness 2)

Beaufort PD assigned to the Bomb Squad:

SECTION 3: Consent and Request for Assistance: Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

SECTION 4: Vesting of Authority and Jurisdiction: To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' duly qualified law enforcement officers and their canine acting within and without their resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

SECTION 5: Term and renewal: This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

SECTION 6: Scope of services: Either Party shall have the ability to request the services of either Party's respective Canine Unit for any situation where a Canine is warranted. Those scope of those services may include, but are not limited to narcotic detection, building search, assisting in the arrest or prevent escape of serious or violent offender, protect sworn personnel or others from death or serious injury, track suspects, locate hidden evidence of a crime and detect the presence of narcotic.

SECTION 7: Assignment of Law Enforcement Officers and Canine: Only named Law Enforcement Officers and their Canine from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers or Canines from Beaufort PD may be added upon a signed written addendum to this Agreement.

SECTION 8: Authority over personnel: Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing.

SECTION 9: Training: All law enforcement officers and their canines will attend all training mandated by their respective agencies. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement when responding to request for assistance.

SECTION 10: Records: Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall

be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

SECTION 11: Equipment and Facilities: Each Party may utilize the equipment and facilities of their own law enforcement agency or other law enforcement agencies in carrying out the Party's obligations set forth in this Agreement. Beaufort PD will be solely responsible for the cost associated with purchasing and maintaining a trained law enforcement Canine.

SECTION 12: Compensation, Bond and Related Matters: This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

SECTION 13: Insurance: Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

SECTION 14: No Indemnification or Third Party Rights: The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

SECTION 15: Severability: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

SECTION 16: Other Agreements. This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

SECTION 17: Modification or Amendment: This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the

Parties.

SECTION 18: Freedom of Information Act: Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

SECTION 19: Construction: The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

SECTION 20: Captions: The section headings appearing in this MOU are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

SECTION 21: Termination: In addition to any other rights to termination set forth in this MOU, the Parties may mutually agree to terminate this MOU prior to the expiration of the Term. Either party shall have the right to terminate this MOU for convenience upon thirty (30) days written notice to the other parties.

SECTION 22: Automatic termination of Agreement: This MOU shall remain in effect if either signatory for Beaufort County Sheriff's Office or Bluffton Police Department are no longer employed with their respective Agency for a period of thirty (30) days after their last date of employment. Following the thirty (30) day time period, this MOU shall be invalid.

SECTION 23: Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

[Remainder of Page Intentionally Left Blank. Signature Page(s) to follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY

(Signature of Witness 1)

BY: _____

P.J. TANNER, SHERIFF

DATE: _____

(Signature of Witness 2)

BEAUFORT POLICE DEPARTMENT

(Signature of Witness 1)

BY: _____

DALE MCDORMAN, CHIEF

DATE: _____

(Signature of Witness 2)

CITY OF BEAUFORT, a South Carolina
municipal corporation

(Signature of Witness 1)

BY: _____

STEPHEN D. MURRAY III, MAYOR

DATE: _____

(Signature of Witness 2)

(Signature of Witness 1)

ATTEST: _____

SCOTT MARSHALL, CITY MANAGER

DATE: _____

(Signature of Witness 2)

Beaufort PD Officer and Canine:

mutual aid would best serve the interests of each jurisdiction and its residents in accordance with Sections 23-20-10 and 23-20-60 et seq. of the Code of Laws of South Carolina, 1976 as amended.

SECTION 3: Consent and Request for Assistance: Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

SECTION 4: Vesting of Authority and Jurisdiction: To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' named duly qualified law enforcement officers within and without their resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

SECTION 5: Term and renewal: This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

SECTION 6: Scope of services: Either Party shall have the ability to request the services of the Crime Scene Unit for any situation where the Crime Scene Unit is warranted. Those scope of those services may include, but are not limited to the following: collecting, processing, and preserving physical evidence in the field; crime scene photography and videotaping; crime scene sketches; collection of known standards for comparison; collection of blood and/or other body fluids at crime scene; collection of sexual assault kits; and processing crime scene for latent prints. All services rendered under this agreement shall be in compliance with BCSO General Order 322A3 "Crime Scene Unit/Crime Scene Investigator's."

SECTION 7: Assignment of Law Enforcement Officers the Crime Scene Unit: Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

SECTION 8: Authority over personnel: Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing.

SECTION 9: Training: All law enforcement officers will attend all training mandated by their respective agencies. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related to their involvement when responding to requests for assistance.

SECTION 10: Records: Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

SECTION 11: Equipment and Facilities: Each Party may utilize the equipment and facilities of their own law enforcement agency or other law enforcement agencies in carrying out the Party's obligations set forth in this Agreement.

SECTION 12: Compensation, Bond and Related Matters: This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

SECTION 13: Insurance: Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

SECTION 14: No Indemnification or Third Party Rights: The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

SECTION 15: Severability: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

SECTION 16: Other Agreements. This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

SECTION 17: Modification or Amendment: This MOU cannot be amended orally or by a single party. No amendment or change to this MOU shall be valid unless in writing and signed by the Parties.

SECTION 18: Freedom of Information Act: Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

SECTION 19: Construction: The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

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OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY

(Signature of Witness 1)

BY: _____

P.J. TANNER, SHERIFF

DATE: _____

(Signature of Witness 2)

BEAUFORT POLICE DEPARTMENT

(Signature of Witness 1)

BY: _____

DALE MCDORMAN, CHIEF

DATE: _____

(Signature of Witness 2)

CITY OF BEAUFORT, a South Carolina municipal corporation

(Signature of Witness 1)

BY: _____

STEPHEN D. MURRAY III, MAYOR

DATE: _____

(Signature of Witness 2)

(Signature of Witness 1)

ATTEST: _____

SCOTT MARSHALL, CITY MANAGER

DATE: _____

(Signature of Witness 2)

Beaufort PD Officer:

SECTION 3: Consent and Request for Assistance: Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

SECTION 4: Vesting of Authority and Jurisdiction: To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' duly qualified law enforcement officers acting within and without his resident jurisdiction and surrounding areas not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction.

SECTION 5: Term and renewal: This agreement is effective as to each party and the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

SECTION 6: Scope of services: The services to be rendered pursuant to this Agreement shall solely involve the conditional transfer of law enforcement officers from one Party's jurisdiction to the S.W.A.T. Team pursuant to the terms set forth in this agreement. The scope of services to be provided to the S.W.A.T. Team include hostage incidents, barricaded suspects, armed barricaded suspects, sniper attacks, service of high risk warrants, stake outs, civil disturbances, VIP protection, mental subjects, suicidal subjects, and any other tactical problems.

SECTION 7: Assignment of Law Enforcement Officers: Only named Law Enforcement Officers from Beaufort PD shall be granted authority to perform services contemplated under this Agreement. The removal of any named Law Enforcement Officer in this agreement may be made at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee. If such removal occurs, the elected Sheriff, Chief, or similar competent authority or his designee shall notify the Parties in writing of such removal as soon as practicable. Any additional or alternative Law Enforcement Officers from Beaufort PD may be added upon a signed written addendum to this Agreement.

SECTION 8: Authority over personnel: Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the Parties as employers and the S.W.A.T. team as employees shall remain with the individual Parties and each Party shall be responsible for ensuring compliance with all applicable local, state and federal employment laws with regard to the S.W.A.T. team members. Notwithstanding the foregoing, any law enforcement officer assigned by a Party to the S.W.A.T. team under this Agreement shall be directed by the S.W.A.T. Team Commander as to all the S.W.A.T. Team duties.

SECTION 9: Training: All named Law Enforcement personnel from Beaufort PD will attend all training mandated by their respective agencies. In addition, all members assigned to the S.W.A.T. Team will attend and pass all training pertaining to their duties as a S.W.A.T. Team member. Upon agreement by the Parties, individual members may also attend training offered by reciprocal departments. The individual parties will maintain all training records and documentation related

to their involvement with the S.W.A.T. Team. The BCSO will ensure members of the S.W.A.T. Team meet necessary qualifications and standards deemed appropriate by BCSO General Orders. Any named Law Enforcement personnel from Beaufort PD assigned to the S.W.A.T. Team under this agreement shall be removed if s/he fails to meet the qualifications and standards deemed appropriate by BCSO.

SECTION 10: Records: Each Party shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written request for said records.

SECTION 11: Equipment: All required equipment for members of the S.W.A.T. Team will be provided by BCSO. Notwithstanding the foregoing, this Agreement does not provide either Party with any greater rights to use the equipment of the other Party without its expressed consent.

SECTION 12: Compensation, Bond and Related Matters: This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

SECTION 13: Insurance: Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

SECTION 14: No Indemnification or Third Party Rights: The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

SECTION 15: Severability: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this

Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

SECTION 16: Other Agreements. This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

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SECTION 18: Freedom of Information Act. Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

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OFFICE OF THE SHERIFF FOR BEAUFORT COUNTY

(Signature of Witness 1)

BY: _____

P.J. TANNER, SHERIFF

DATE: _____

(Signature of Witness 2)

BEAUFORT POLICE DEPARTMENT

(Signature of Witness 1)

BY: _____

DALE MCDORMAN, CHIEF

DATE: _____

(Signature of Witness 2)

CITY OF BEAUFORT, a South Carolina
municipal corporation

(Signature of Witness 1)

BY: _____

STEPHEN D. MURRAY III, MAYOR

DATE: _____

(Signature of Witness 2)

(Signature of Witness 1)

ATTEST: _____

SCOTT MARSHALL, CITY MANAGER

DATE: _____

(Signature of Witness 2)

Beaufort PD assigned to the S.W.A.T. Team:



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 5/18/2023
FROM: Curt Freese, Community Development Director
AGENDA ITEM TITLE: Beaufort Commerce Park Restrictive Covenants
MEETING DATE: 5/23/2023
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

The City contracted with MRB Group in 2022 to draft restrictive covenants to the Beaufort Commerce Park. The Covenants set the rules for owners of the lots within the park, including responsibilities of the owners, design, landscaping, parking, maintenance, allowable uses, and fencing. The Covenants also include enforcement language should any of the requirements be violated. Such covenants are important to ensure that the Commerce Park remains well-maintained and attractive to both prospective and existing industries.

PLACED ON AGENDA FOR: Discussion

REMARKS:

The Covenants were reviewed by the MRB Group, City Staff, and the prior City Attorney. Staff recommends moving them forward for formal action.

ATTACHMENTS:

Description	Type	Upload Date
Draft Restrictive Covenants	Cover Memo	5/18/2023

STATE OF SOUTH CAROLINA
BEAUFORT COUNTY

BEAUFORT COMMERCE PARK
COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions is made this -----day of -----, 2023, by THE CITY OF BEAUFORT located in SOUTH CAROLINA herein after called "Declarant."

Whereas, the Declarant is the owner of real property hereinafter referred to as the "Property" and described in Exhibit "A" attached hereto and incorporated herein by reference.

Whereas, the Declarant intends to develop the Property to be known as the Beaufort Commerce Park; and

Whereas, it is the desire and intention of the Declarant to impose upon such Property and to such other portions of the surrounding land it may acquire from time to time, mutually beneficial covenants, conditions, and restrictions, hereinafter referred to as "Covenants" under a general plan of improvement for the benefit of the Property and any said after-acquired land, the improvements thereon, and the future owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the Property, and such after-acquired land as may from time to time be added to the Property pursuant to the provisions hereinafter set forth, shall be held, sold, conveyed, encumbered, rented, used, occupied, and improved subject to the following Covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the Property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property and every part thereof. All of these Covenants shall run with the title to the real property and be binding upon all parties having any rights, title, or interest in the Property or any part thereof, their heirs, successors, or assigns, and shall inure to the benefit of each owner thereof.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date of the recording, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity to restrain violation or to recover damages. Invalidation of anyone of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE 1. DEFINITIONS

As used throughout this Declaration, the following terms, when written with initial capital letters, shall have the meanings set forth below, which meanings shall be applicable to both the singular and the plural forms and tenses of such terms.

Additional Property. The term "Additional Property" shall mean and refer to any real property lying adjacent or in close proximity to the Property, but not presently comprising any part of the Property, which Declarant may from time to time acquire and add to the Property and make subject to these Covenants.

Covenant. The term "Covenant" shall mean and refer to any and all easements, covenants, conditions, restrictions, standards, procedures, charges, liens, and regulations set forth in this Declaration.

Declarant. The term "Declarant" shall mean and refer to the City of Beaufort, a political subdivision of South Carolina in Beaufort County, South Carolina and its duly elected officials and representatives.

Declaration. The term "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, and all amendments thereto.

Improvement. The term "Improvement" shall mean and refer to any building, structure, or device constructed, erected, or placed upon any portion of the Property which in any way affects the exterior appearance of any Lot. Improvements shall include, by way of illustration but no limitation, buildings, sheds, foundations, covered walkways, covered patios, paving, curbing, parking areas, screens, fences, walls, signs, roads, utilities, walkways, tress, shrubbery, landscaping, and any other artificial alterations to the natural condition of the Property or any Lots.

Lot. The term "Lot" shall mean and refer to any unimproved portion of the Property other than a publicly dedicated street upon which it is intended that an Improvement shall be placed. A parcel of land shall be deemed an Unimproved Lot until the Improvements constructed thereon are sufficiently complete to permit the issuance of a Certificate of Occupancy therefore. Upon such issuance, such Lot and Improvements thereon shall collectively be considered to be an Improved Lot for purposes of this Declaration.

Mortgage. The term "Mortgage" shall mean and refer to any mortgage, deed of trust, or other security device encumbering a Lot or any interest therein and which shall have been duly and properly recorded in the Clerk of Court Office of Beaufort County, South Carolina.

Mortgagee. The term "Mortgagee" shall mean and refer to the holder of any Mortgage.

Occupant. The term "Occupant" shall mean and refer to and include any Owner; the employees, guests, invitees, tenants and agents of the Owner and any other person who occupies or uses any Lot within the Property. All actions and/or omissions of any Occupant are and shall be deemed to be the actions and/or omissions of the Owner.

Owner. The term "Owner" shall mean and refer to the record owner, including the Declarant, of fee simple title to any lot or property located within the Property, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons; but shall not include (a) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot at the foreclosure sale held with respect to the foreclosure of such Mortgage. or (b) any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract, or other agreement.

Property. The term "Property" shall mean and refer to the real property within the boundaries described in "Exhibit A" attached hereto and incorporated by reference; and shall further refer to such Additional Property which may be made subject to this Declaration by Subsequent Amendment to this Declaration.

Sign. The term "Sign" shall mean and refer to any structure, device, or contrivance, electric or non-electric or mechanical, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

Street. The term "Street" shall mean and refer to any street, highway, road, or thoroughfare within or adjacent to the Property and shown on any recorded subdivision plat, map, or record of survey, whether designated thereon as street, boulevard, place, drive, court, terrace, way, lane, circle, or otherwise, the right-of-way for which has been dedicated to the public use.

Subsequent Amendment. The term "Subsequent Amendment" shall mean and refer to an amendment to this Declaration that adds additional property to that subject to this Declaration, or adds new or modifies existing provisions of this Declaration.

ARTICLE 2. PROPERTY SUBJECT TO DECLARATION

General Declaration. The Declarant, its successors and assigns, declares that the Property is and shall be subject to the Covenants set forth in this Declaration. The Property and any portion thereof and each Lot shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon, and otherwise used, improved, and maintained subject to the terms of this Declaration. All of the above shall run with title to the Property and shall be binding upon and inure to the benefit of the Declarant and upon all Owners and Occupants of the Property, inclusive.

Development and Subdivision of Property. Without obligation, the Declarant has the express right to make any improvements and/or changes to any Lots that may be owned by the Declarant, including changes in any boundaries of any Lots owned by the Declarant, along with the installation or maintenance of any water, sewer, stormwater, or other utility system or facility. The Declarant also has the express right to combine and/or re-divide any Lots owned by the Declarant; and to record, amend, revise, and otherwise add to a subdivision plat, including, without limitation, locations and dimensions of all Lots, Improvements, Additional Property, roads and streets, utility and drainage systems,

utility and drainage easements, set-back line restrictions, lakes, retention ponds, and drainage basins. Any and all such amendments shall be binding upon the portion of the Property so indicated as if such subdivision plat were incorporated into this Declaration.

ARTICLE 3. EASEMENTS

Reservation of Maintenance Easements. There is reserved unto the Declarant, its successors and assigns, a permanent and perpetual right and easement to enter upon any Lot for the purpose of mowing, cutting, removing, clearing or pruning any underbrush, weeds, stumps or any other unsightly growth, trash, garbage, rubbish, or debris so as to maintain reasonable health, fire, safety and appearance standards of the Property, with the understanding that there is no obligation on the part of the Declarant to perform such duties. The Declarant reserves the permanent and perpetual right to enter upon any Lot for the purpose of taking any action necessary to ensure compliance with any of the provisions of this Declaration. Except in an emergency situation, the Declarant shall not interfere unreasonably with the use or occupancy of any Lot; however, the Declarant reserves the right to access any Lot during a non-emergency situation as set forth in other articles within these Covenants & Restrictions.

ARTICLE 4. MAINTENANCE RESPONSIBILITIES

Responsibilities of Owners. Unless specifically identified herein as the responsibility of the Declarant, it shall be the responsibility of the Owner of each Unimproved Lot to keep and maintain at all times such Lot in a neat, clean, safe, and attractive condition. Trash, garbage, debris, or similar materials shall not be allowed to accumulate but shall be promptly removed and properly disposed of.

Unless specifically identified herein as the responsibility of the Declarant, it shall be the responsibility of the Owner of each Improved Lot to maintain at all times all Improvements on or within such Lot in a neat, clean, safe, and attractive condition. Each Owner shall provide for the timely removal of all trash, garbage, rubbish, debris, and similar material from such Lot. Grass, hedges, shrubs, flowers, trees and similar vegetation shall be maintained regularly. Vegetation that dies shall be promptly removed and replaced when such vegetation was required by the Declaration or by any regulating authority.

During construction or installation of any Improvements on any Lot, it shall be the responsibility of each Owner to ensure that such Lot is kept free of unsightly accumulations of rubbish, trash, and scrap materials; and that construction materials and supplies and trailers and other facilities are maintained in a neat, orderly, and safe manner.

ARTICLE 5. DESIGN STANDARDS

General. The purpose of these design standards is to assure each Owner that the Property will be developed and constructed as a planned industrial park; that all Improvements will be of high quality and harmonious with surrounding improvements and with the

natural environment; and that the development of each individual Lot will add to the aesthetic quality of the Property as a whole.

In addition to conformance with the standards set forth in this Article, all uses allowed and all Improvements made to individual Lots and to the Property shall conform to the requirements set forth in the Zoning and Land Development Regulations of the City of Beaufort or the County of Beaufort, determined by whichever is the authority having jurisdiction. Where a conflict exists between this Declaration and local, state, or federal regulations, the strictest standard shall apply.

Uses Permitted. Uses of sites are to include all types of industrial activities allowed by the local zoning authority except:

1. Residential Uses and Accessory Uses such as Temporary Housing, including but not limited to mobile homes, and trailers, are prohibited.
2. Vehicle and Boat Related Uses as classified in the City of Beaufort Code except where such use is incidental and accessory to a permitted use.
3. Uses considered objectionable by reason of adverse effect on adjoining units such as junk or salvage yards.
4. “Mining and Resource Extraction” and “Salvage Operation” uses as classified in the Beaufort County Community Development Ordinance.
5. Sexually Oriented Businesses

Parking Facilities. All parking and loading areas shall be provided on the Lot and are to be paved with surfaces such as concrete or asphalt to provide dust free, all-weather surfaces. No street parking shall be permitted. Parking areas within the front yard shall be visually screened by landscaping and other appropriate screening arrangements.

Off-Street Loading. Truck loading and unloading areas shall be provided in an off-street location on the Lot. These shall be paved areas located at the side or rear of a building. Truck and trailer maneuvering areas shall be entirely off-street and no backing allowed onto the public street.

Fencing. Fencing may be allowed for the protection of storage areas and for essential security needs. However, in no instance shall fencing be permitted to wrap the entire property boundaries or create the appearance of exclusion from the greater Commerce Park. Chain link fences may be permitted only if accompanied by landscaping that will obscure at least 50% of the fence height.

Outside Storage. Outside storage shall be behind the front building line and shall be completely screened (100% opacity) from the street and adjoining properties using natural buffers, fencing, buildings, or a combination thereof. Storage of wood or combustible materials, including pallets or skids, must be at least 20 feet from any structure, building or property line. Storage areas shall not be allowed in or across any drainage easements, or the drainage ways designated on each parcel’s City-approved site plan. Outdoor storage areas shall be maintained in an orderly, debris-free condition.

Dumpsters/ Waste Disposal. All dumpsters and/or similar waste receptacles shall be located in the side or rear yards of any Lot, shall be placed on a concrete pad, and shall be secured to prevent animals from accessing waste and prevent windblown litter from the dumpster. All trash containers, including dumpsters, must be enclosed by a wall of solid materials that match the building façade and provide an opaque visual screen. Such wall shall be maintained to present a good appearance at all times.

Building Design. In addition to meeting all building and zoning codes, the quality of the architectural design should enhance the appearance of the industrial park. All designs, alternations, additions or remodeling are subject to the following criteria:

1. The front façade and outside walls of all buildings shall be of Exterior Insulation and Finishing System (EIFS), Architectural Metal, Aluminum Composite Panels (ACP), Insulated Metal Panels (IMP), concrete, brick, masonry, or stone construction, its equivalent, or better.
2. The use of corrugated metal siding is prohibited on the front façade.
3. Accessory buildings, markings, and enclosures shall be consistent in design and quality of materials used with the building to which they are accessories.
4. Colors for all exterior surfaces of any structure shall be compatible with the natural environment of and the other developments surrounding the Property.
5. All exterior heating, ventilating, and air compressor units and equipment shall be located at the side or rear of structures. If such units are visible from the street they shall, if feasible, be screened from view by approved walls, fences, or landscaping.
6. Walls shall be articulated with varied building materials; fenestration; door openings; roof form; color; and other architectural elements to create an attractive design.

Signs. It is the intent of the Declarant that a uniform system of signage be used throughout the Property. To achieve this, only wall and ground signs subject to the following standards shall be used on individual Lots.

The following standards shall apply to all wall signs:

1. One (1) wall sign is permitted per building frontage or tenant space per street frontage
2. Signs shall not be painted on the wall.

The following standards shall apply to all ground signs:

1. One (1) ground sign is permitted per lot.
2. Grounds signs may be placed within the front yard and shall be setback 15ft. from any property line.
3. Ground signs must be placed on a brick, or stucco-coated foundation. The foundation must be equal or less than 50% of the sign area.
4. The maximum height for ground signs is 10' with 1' extensions allowed for architectural elements.

5. Ground signs must be accompanied by landscaping around the foundation, this area shall equal 2:1 square footage with the sign area. (Example, a 20 sq. ft. sign area must have 10 sq. ft. of landscaping at or around the sign's foundation). This landscaping does not include grass.
6. Ground Signs may be Monument Signs. Pole Sign, Pylon Signs or similar signage are prohibited.
7. Where multiple tenants occupy a single building or lot, signage corresponding to the tenant may be collocated on a single ground sign. In no instance shall multiple ground signs be allowed for each use.

The following standards shall apply to all signs:

1. All signs, whether free-standing or attached to the building shall be of durable construction and shall not exceed the height of the roof line of the building or buildings situated on said lot.
2. The location, size and construction of all signs will be in keeping with the character of the industrial park.
3. Directional signs may be allowed. Such signs shall not exceed 2 ft² per side and a maximum height of 2.5 ft.
4. No roof signs will be permitted.
5. All other types of signs shall be in accordance within Article 6: Signs of the Beaufort Code.

Landscape Treatment. Landscape treatment is required. "Green" treatment of the site may be in the form of grass lawns and ground covers, understory and overstory trees in parking areas, street trees, plantings in areas used as dividers, and in areas otherwise unusable. Landscape treatment includes the use of walls, screening terraces, fountains, pools and other water arrangements. Landscaping can be used to mark entrance points, parking areas; it can be used to shield or define service areas and property divisions, and to enhance building scale and forms.

The entire area of any Lot containing a building site, including the area between the Lot line and street curb line, shall be landscaped except for those areas covered by the building, paved areas and railroads. Expansion areas may be grassed until such time as construction on the expansion areas commence. Planting beds shall be mulched and maintained weed-free and in an orderly appearance.

ARTICLE 6. GENERAL PROVISIONS

Duration. The provisions of this Declaration shall be perpetual in duration, shall run with and bind all of the Property, and shall inure to the benefit of the Declarant and all Owners, their respective heirs, successors, assigns, executors, administrators, and personal representatives.

Interpretation. The Declarant shall have the sole right to construe and interpret the provisions of this Declaration and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, the Declarant's construction or interpretation shall

be final and binding upon all Owners and the Property benefited or bound by the provisions hereof.

In all cases the provisions set forth and provided for in this Declaration shall be construed together and given that construction or interpretation which, in the opinion of the Declarant, will best achieve the intent of the Declarant's purposes for the development of the Property.

Conflicting Regulations. Nothing contained herein shall nullify any of the requirements of federal, state or local laws, regulations or ordinances. In instances where applicable laws, regulations or ordinances and these protective covenants conflict, the more restrictive shall apply.

Enforcement. In the event that any Owner or Occupant or their respective officers, agents, employees, agents, contractors, or invitees violates any of the provisions of this Declaration, the Declarant shall have the power to take the following actions, as appropriate:

1. Impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot and shall be a personal obligation of such Owner which is guilty of such violation.
2. Enjoin any further construction on any Lot and require the removal or correction of any work in place which does not comply with the approved plans and specifications for such Improvements.
3. Enter upon any Lot and take all action necessary to determine the extent of and/or to extinguish any violation or breach.
4. Initiate proceedings at law on in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain such violation and/or recover damages; and against the land, to enforce any provision of this Declaration or any lien created by the provisions of this Declaration.

In addition, any Owner of a Lot within the Property or the City of Beaufort shall have the power to initiate proceedings at law on in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain such violation and/or recover damages; and against the land, to enforce any provision of this Declaration or any lien created by the provisions of this Declaration.

All costs and expenses incurred by the Declarant, Owner or County in enforcing any of the provisions of this Declaration, including without limitation attorneys' fees, court costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in the correction of nonconforming work, the completion of uncompleted work, or in any judicial proceeding in causing any Owner or such Owners' officers, employees, agents, contractors, or invitees to comply with the terms and provisions of the Declaration shall be paid by such Owner, shall constitute an individual assessment against such Owner, and if the same is not paid when due, shall be subject to a lien upon the Lot.

The Declarant, Owner or County shall not take any enforcement action under the terms of this Section unless written demand to cease and desist from, or correct, any alleged violation shall be served upon the Owner responsible for such violations. Such demand shall specify the nature of the alleged violation, the action required to abate such violation, a time period of not less than ten (10) days during which the violation may be abated without further sanction if such violation is a continuing one; or, if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration may result in the imposition of sanctions.

Failure by the Declarant, Owner or County to enforce any provision of this Declaration for any period of time shall in no event be deemed to be a waiver or estoppel of the right to thereafter enforce the same. No liability shall attach to the Declarant for failure to enforce any provision of this Declaration.

Enforcement of this Declaration shall in no instance be construed to include the enforcement of any applicable local, state or federal government regulations. Enforcement of local, state, or federal government regulations will remain the responsibility of the respective entity.

Severability. If any provision of this Declaration, or the application thereof to any person, Lot, or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provisions to persons, Lots, or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

No Trespass. Whenever the Declarant and/or its officers, employees, agents, representatives, successors, and assigns are permitted or required under the provision of this Declaration to enter upon and take action within any portion of a Lot, the entering thereon and the taking of such action shall not be deemed a trespass.

Reservation of Rights. No sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by the Declarant to a third party shall constitute or be deemed a transfer of any of the rights reserved herein to the Declarant unless express reference is made in such instrument of conveyance to the specific rights created in this Declaration which Declarant is transferring to any such third party.

Further Assurances. Each Owner covenants and agrees to execute, sign, and deliver, or cause to be executed, signed, and delivered and to otherwise do or make, or cause to be done and made, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, conformity, or otherwise which may be reasonably requested by the Declarant for the purpose of or in connection with clarifying, amending, or otherwise consummating any of the transactions and matters herein.

Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Declarant; or, if no such address has been so designated, at the address of such Owner's respective Lot within the Property.

Binding Effect. The terms and provisions of this Declaration shall be binding upon each Owner, Occupant, and Mortgagee and the respective officers, employees, agents, representatives' heirs, executors, administrators, successors, and assigns of each Owner, Occupant, and Mortgagee, and shall inure to the benefit of the Declarant, all of the Owners, and their respective Mortgagees, officers, employees, agents, representatives, heirs, executors, administrators, successors, and assigns.

Waiver. No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

IN WITNESS WHEREOF, the Declarant, has caused these Covenants and Restrictions to be signed on its behalf by its City Manager, _____, and its seal hereunder affixed and attested by its City Clerk, _____, on this the ___th day of _____, 2023.

CITY OF BEAUFORT

By: _____
City Manager

Address: City of Beaufort
1911 Boundary Street
Beaufort, SC 29902
Phone: (____) _____
Fax: (____) _____

ATTEST:

City Clerk

STATE OF SOUTH CAROLINA
City of Beaufort

I, the undersigned authority, hereby certify that _____ and _____, whose names as City Manager and City Clerk, respectively, of CITY OF BEAUFORT a government entity, who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing contract, that as such officers and with full authority, they voluntarily executed the same for and as the act of the corporation.

GIVEN under my hand and seal of office this the ____ day of _____, 2023.

NOTARY PUBLIC

Exhibit "A"

LEGAL DESCRIPTION OF THE LAND

POR BEAUFORT INDUS PARK (BEAUFORT JASPER MULTI COUNTY PARK) PB112 P68 CITY OF BFT ANNEXATION O-09-12; POR BEAUFORT INDUST PARK (BEAUFORT JASPER MULTI COUNTY PARK) PB112 P68 CITY OF BFT ANNEXATION O-09-12; PAR A PORTION OF BEAUFORT INDUS PARK PB118 P194 SPLIT 1/20 AC 13.91 24/449 PB152 PG151 PAR B PORTION OF BEAUFORT INDUS PARK PB152 PG151m SPLIT 3/22 5.92 AC 24/450 PB156 PG94; POR OF BEAUFORT COMMERCE PARK PB156 PG94; P/O BEAUFORT INDUS PARK PB149 PG91; POR BEAUFORT INDUS PARK (BEAUFORT JASPER MULTI COUNTY PARK) CITY OF BFT ANNEXATION O-09-12 PB112 P68 PB118 P194 10/07 SPLIT 27.82 AC 24/410~SPLIT 02/19 16 AC 24/447 PB149 PG91