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**CITY OF BEAUFORT**  
1911 BOUNDARY STREET  
BEAUFORT MUNICIPAL COMPLEX  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7070

**CITY COUNCIL REGULAR MEETING AGENDA**  
**June 14, 2022**

**STATEMENT OF MEDIA NOTIFICATION**

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

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

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

**I. CALL TO ORDER**

A. Mike McFee, Mayor Pro Tem

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

A. Mayor Pro Tem, Mike McFee

**III. CITY COUNCIL ORGANIZATION**

A. Reappointment of Municipal Judges - Ned Tupper and Mary Sharp

**IV. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

A. Character Education Proclamation - Aundrea Phillips, Joseph Shanklin Elementary School

**V. PUBLIC COMMENT**

**VI. PUBLIC HEARING**

A. FY 2023 Recommended Budget

**VII. MINUTES**

- A. Special Worksession - May 17, 2022
- B. Worksession and Regular Meeting - May 24, 2022

**VIII. NEW BUSINESS**

- A. FY 2023 Budget Ordinance- 1st reading
- B. Ordinance setting election, related dates, and filing fee for two (2) members of City Council pursuant to sections 1-8001 through 1-8006 of the City of Beaufort Code of Ordinances - 1st reading
- C. Ordinance annexing parcels of property into the Corporate Limits of the City of Beaufort, South Carolina - 1st reading

- D. Ordinance amending the City of Beaufort's Zoning Map to include parcels R100 028 000 122D 0000, R200 015 000 116C 0000, R200 015 000 0552 0000, R100 001 000 0241 0000, R100 001 000 0261 0000, R100 001 000 0257 0000, R100 001 000 0006 0000, R100 001 000 005O 0000, R100 001 000 005N 0000, R100 001 000 005J 0000, R100 001 000 005R 0000, R100 029 000 0059 0000, R100 029 000 0057 0000, R100 029 000 058A 0000, R100 001 000 005F 0000, R100 029 000 0504 0000, R100 029 00B 0039 0000, R100 029 000 0110 0000, R100 026 000 162A 0000, R100 029 000 010B 0000, R100 026 00A 0203 0000, R100 028 000 0122 0000, R100 001 000 0005 0000, R100 001 000 005G 0000, R100 001 000 005H 0000, R100 001 000 005I 0000, zoned as noted herein - 1st reading
- E. Authorization to allow the City Manager to execute a Memorandum of Understanding between the City of Beaufort and Community Works for the City of Beaufort Homebuyer Assistance Program

**IX. REPORTS**

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

**X. ADJOURN**



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

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**TO:** CITY COUNCIL **DATE:** 5/24/2022  
**FROM:** Traci Guldner, City Clerk  
**AGENDA ITEM**  
**TITLE:** Reappointment of Municipal Judges - Ned Tupper and Mary Sharp  
**MEETING**  
**DATE:** 6/14/2022  
**DEPARTMENT:** City Clerk

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*BACKGROUND INFORMATION:*

An advertisement for Municipal Judges was ran in the Island News on April 14, 2022. The deadline for resumes and interest was April 28, 2022.

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*PLACED ON AGENDA FOR: Action*

**REMARKS:**

These will be a 2 year appointments beginning on July 1, 2022 and ending on June 30, 2024.



## PROCLAMATION

**WHEREAS**, the character education movement reinforces the social, emotional, and ethical development of students; and

**WHEREAS**, schools, school districts and states are working to instill important core ethical and performance values including caring, honesty, diligence, fairness, fortitude, responsibility, and respect for self and others; and

**WHEREAS**, character education provides long-term solutions to moral, ethical, and academic issues that are of growing concern in our society and our schools; and

**WHEREAS**, character education teaches students how to be their best selves and how to do their best work; and

**WHEREAS**, the Eleven Principles of Effective Character Education include: Promoting core ethical and performance values; Teaching students to understand, care about and act upon these core ethical and performance values; Encompassing all aspects of the school culture; Fostering a caring school community; Providing opportunities for moral action; Supporting academic achievement; Developing intrinsic motivation; Including whole-staff involvement; Requiring positive leadership of staff and students; Involving parents and community members; and assess results and strives to improve; and

**WHEREAS**, the Beaufort County School District's Character Education program was formed to support parents' efforts in developing good character in their children; and

**WHEREAS**, the purpose of the Character Education program is to integrate good character traits into the total school environment, as well as into the community; and

**WHEREAS**, each school's counselor identified a list of character words and definitions deemed important regardless of a person's political leanings, race, gender, or religious convictions; and

**WHEREAS**, the words are friendship, kindness, acceptance, courage, tolerance, respect, gratitude, compassion, citizenship, perseverance, honesty, integrity, self-control, forgiveness responsibility and cooperation; and

**WHEREAS**, Aundrea Phillips was selected as the winner by Joseph Shanklin Elementary School as the student of the month.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina, hereby proclaims May 2022 as

**AUNDREA PHILLIPS, JOSEPH SHANKLIN ELEMENTARY SCHOOL  
STUDENT OF THE MONTH**

The City of Beaufort thereby pronounces *Responsibility/Cooperation* as the word for the month of May and applauds Aundrea Phillips, the Beaufort County School District, and Joseph Shanklin Elementary School for their work and specifically honors Aundrea Phillips as Joseph Shanklin Elementary School student of the month.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 14th day of June 2022.

\_\_\_\_\_  
MIKE MCFEE, MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
TRACI GULDNER, CITY CLERK



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

May 17, 2022

## I. CALL TO ORDER

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5:01PM

Mayor, Stephen D. Murray III

Members of Council in attendance (Phil Cromer, Neil Lipsitz, Mitch Mitchell, and Mayor Murray)

Absent - Mike McFee

## II. PRESENTATIONS

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### A. Department Head FY 2023 Budget Presentations

**Bill Prokop, City Manager**, started off by giving a recap of his budget presentation from May 10, 2022. He stated that the total proposed expenditures are 27.5 million. The millage rate is to remain the same at 78.2. There are no new taxes and no new debt. Stormwater fees are to remain the same as well. Salaries and Benefits combine for a total of 53.7 percent of the overall budget.

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

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

Department Heads went over their individual department's recommended budgets as they relate to the Strategic Plan. The budgets showed current Strategic Plan initiatives along with what will be needed to help achieve these goals. The expenditure report showed a comparison between FY 2021 Actual, FY 2022 Revised, and the FY 2023 Recommended Budget figures. The presentations concluded with the reasons for any major requested increases.

**Councilman Cromer** stated that the budget presentations have been fantastic over the last several years.

**Mayor Murray** thanked the Department Heads for all the work they put into the budget process.

## III. ADJOURN

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6:41 PM

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



# City Council Worksession

## Meeting Minutes – Planning Conference Room – 1<sup>st</sup> Floor

May 24, 2022

### I. CALL TO ORDER

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5:01 PM

Mayor Stephen D. Murray III

Members of Council in attendance - Phil Cromer, Neil Lipsitz, and Mayor Murray.

Absent - Mike McFee, Mitch Mitchell

### II. DISCUSSION ITEMS

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#### A. Interviews of applicants for Boards and Commissions.

Council held a question-and-answer session for all applicants for the various boards.

Design Review Board - Clinton Hallman, Mitzi McClure, and Rita Wilson

Historic District Review Board - Virginia Aimar, Adam Biery, Sloan Cooper, Martha Spears, and Rita Wilson.

Metropolitan Planning Commission - James White, Tim Wood.

Zoning Board of Appeals - Virginia Aimar, Sloan Cooper, Patrick McMichael, Parker Moore, and Sloan Cooper.

#### B. Council questions on the FY 2023 Recommended Budget.

**Bill Prokop, City Manager**, started off by saying after speaking with our Financial Advisors, Southside Park is going to become a priority project. There are several different options for funding. Getting the infrastructure done will be the primary focus. Wants the citizens to know that we are serious about getting things underway. The Master Plan will also be done for the Washington Street Park.

Mr. Prokop also answered a question that was asked by Councilman Cromer regarding the breakdown of legal expenses that have been incurred. We have spent \$58,721.00 combined, on the two lawsuits, in the last fifteen months.

### III. EXECUTIVE SESSION

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Councilman Cromer made a motion to go into Executive Session and seconded by Councilman Lipsitz.

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of Legal Advice regarding pending litigation.

- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding pending contracts.
- C. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding the purchase and sale of land.

Councilman Cromer made a motion to come out of Executive Session and seconded by Councilman Lipsitz.

No actions from Executive Session.

#### **IV. ADJOURN**

**7:14 PM**

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

May 24, 2022

**I. CALL TO ORDER**

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**7:14 PM**

Mayor, Stephen D, Murray III

All of Council members in attendance - Phil Cromer, Neil Lipsitz, and Mayor Murray.

Absent - Mike McFee, Mitch Mitchell

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

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Reverend Bryson Williams with Carteret Street United Methodist Church and Councilman Neil Lipsitz.

**III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

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A. Character Education Proclamation - Caylon Thomas, Beaufort Middle School.

Motion to approve was made by Councilman Cromer and seconded by Councilman Lipsitz.

All were in favor, motion carried.

B. Proclamation proclaiming May 21 - 27, 2022, as National Safe Boating Week.

Motion to approve was made by Councilman Cromer and seconded by Councilman Lipsitz.

All were in favor, motion carried.

**IV. PRESENTATIONS**

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The McGuire family presented a check for \$600 to Mayor Murray to be donated through Pride of Place for the Ukraine relief effort. They made and sold earrings to raise money.

**V. PUBLIC COMMENT**

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No public comment.

**VI. MINUTES**

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A. Worksession and Regular Meeting - May 10, 2022.

Motion to approve was made by Councilman Cromer and seconded by Councilman Lipsitz.

Minutes approved as presented.

## VII. OLD BUSINESS

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- A. Ordinance amending Part 3, Chapter 2, Section 3-2002, of the City Code of Ordinances concerning fees for docking on the seawall at the Henry C. Chambers Waterfront Park - 2nd reading.

Motion to approve was made by Councilman Cromer and seconded by Councilman Lipsitz.

All were in favor, motion carried.

- B. Ordinance providing for the transfer of authority for conducting City of Beaufort Municipal elections to the Board of Elections and Voter Registration of Beaufort County - 2nd reading.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Cromer.

All were in favor, motion carried.

- C. Ordinance repealing Part 7, Chapter 1, Section 7-1010(5) of the Beaufort Code of Ordinances, and enacting in its stead, Part 8, Chapter 1, Section 8-1009, pertaining to passing of items to or from the occupant of a motor vehicle on the roadway - 2nd reading.

Motion to approve was made by Councilman Cromer and seconded by Councilman Lipsitz.

All were in favor, motion carried.

## VIII. NEW BUSINESS

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- A. Request from USCB to close a portion of Carteret Street on June 8, 2022, from 7:00 am till 11:00 am, for the delivery of a printing press at 602 Carteret Street.

Motion to approve was made by Councilman Cromer and seconded by Councilman Lipsitz.

Linda Roper, Downtown Operations and Community Services Director, stated that USCB is having a printing press delivered. This is a very heavy piece of equipment that will involve having to block off the south bound lane of Carteret Street to allow a forklift to offload the press from the trailer. It is anticipated that the lane will need to be blocked sometime between 7:00 am until 11:00 am. During this time, they expect to reroute the traffic around the block.

Councilman Lipsitz is concerned about the timing of the request since this is during peak morning traffic.

All were in favor, motion carried.

- B. Authorization to allow the City Manager to enter into a Lease Agreement with Beaufort-Jasper Higher Education Commission for the Bridges Building, 1100 Boundary Street.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Cromer.

Bill Prokop, City Manager, reported that the lease is between the City of Beaufort and Beaufort-Jasper Higher Education Commission for the Bridges Building located at 1100 Boundary Street. This lease will start on July 1, 2022, for 5 years, with an option to purchase.

All were in favor, motion carried.

- C. Ordinance approving and authorizing the negotiation and execution by the City Manager of Intergovernmental Agreements with Beaufort County for the imposition and collection of Impact Fees for Parks and Recreation, Transportation and Library Services - 1st reading.

Motion to approve was made by Councilman Cromer and seconded by Councilman Lipsitz.

Bill Prokop, City Manager, stated that discussions on Impact Fees have been taking place between Beaufort County and other local municipalities since July 2020. There have been several meetings to discuss concerns. Along with the Town of Port Royal's legal counsel, a draft Intergovernmental Agreement has been created. This agreement is for Parks and Recreation Fees. The same template will be used for the Transportation and Library Fees. We are already collecting a Fire Impact Fee. We will not be participating in an EMS Impact Fee.

Reece Bertholf, Deputy City Manager, then went over the Beaufort County Fee proposals. Regarding the Library Fees, they will range between \$225 to \$610. The size of the home determines the fee collected. Parks and Recreation Fees are between \$486 and \$1,319 depending on the size of the home. Mr. Bertholf stated that the Transportation Impact Fee Capital Improvement Plan is a Plan Based approach. Projects are determined by a priority level. This will determine the Impact Fees collected. He stated that the Library and Parks and Recreation Impact Fees will only be charged to residential development. Transportation and Fire Impact Fees will be charged to residential and commercial development.

Mr. Prokop stated that this is only being collected on new construction. This is not a tax collected on property tax bills.

All were in favor, motion carried.

## **IX. REPORTS**

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### **City Manager's Report**

Gullah Festival will start Friday, May 27, 2022, and run through Sunday, May 29, 2022, at the Henry C. Chambers Park.

We will have a high school intern this summer that will be working in the Public Works Department. He will be joining us from Battery Creek High School.

A quilt has been made using the Ukraine colors and they will be selling raffle tickets. The quilt will be displayed at City Hall and at the Beaufort Digital Corridor in the next few weeks. 100 percent of the funds will be donated to the Pride of Place for Ukraine.

There will be a Public Hearing on June 14, 2022, along with First Reading for the FY 2023 Budget. Second Reading will take place on June 21, 2022.

Sent well wishes to former Mayor Billy Keyserling who was in a boating accident over the weekend. He thanked Lexie Benton, Ashley Higgins, Mickey Covington, Chris Jarrell, and Tara and Philip Hodges for their assistance in the life saving efforts. Fire Department and EMS staff were also acknowledged.

### **Mayor's Report**

Sent well wishes to former Mayor Billy Keyserling for a speedy recovery. Appreciates all that the Good Samaritans did, along with Emergency Services and Beaufort Memorial Hospital.

Beaufort Children's Theater through the USCB Center for the Performing Arts put on a production of Annie. Appreciates the opportunity given to young minds to develop in the arts and theater.

Is looking forward to attending the Beaufort Regional Chamber of Commerce Legislative Reception.

Memorial Day Parade will take place on Monday, May 30, 2022. Parade begins at 10:00 am.

There will be a Primary held on June 14, 2022. Please remember to vote.

Congratulated Beaufort County on receiving a \$500,000 grant to offer Senior Activities throughout its centers. Was disappointed that the Charles Lind Brown Center was not on that list. The County is opening a day care at the center for the summer. He appreciates this benefit for the County employees but does not like that it is at the expense of the local senior citizens in the area.

**Councilman Lipsitz**

Nothing to report.

**Councilman Cromer**

Will be attending the Lowcountry Council of Government's meeting on Thursday, May 26, 2022.

Monday, June 6, 2022, they will be kicking off the search for Stuarts Town. This will take place at Morrall Park at the corner of Craven and Carteret Streets from 10:00 am - 12:00 pm.

**X. ADJOURN**

**8:30 PM**

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Motion to adjourn was made by Councilman Cromer and seconded by Councilman Lipsitz.

All were in favor, motion carried.

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

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**TO:** CITY COUNCIL **DATE:** 6/8/2022  
**FROM:** Alan Eisenman, Finance Director  
**AGENDA ITEM TITLE:** FY 2023 Budget Ordinance- 1st reading  
**MEETING DATE:** 6/14/2022  
**DEPARTMENT:** Finance

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*BACKGROUND INFORMATION:*

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*PLACED ON AGENDA FOR:* Action

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	6/9/2022

# ORDINANCE

## AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE CITY OF BEAUFORT FOR FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023; TO PROVIDE FOR EXECUTION OF AND TO PUT INTO EFFECT THE CONSOLIDATED BUDGET; AND TO PROVIDE BUDGETARY CONTROL OF THE CITY'S FISCAL AFFAIRS

**WHEREAS**, pursuant to the provisions of the laws of the State of South Carolina, the City Manager is required to submit to the City Council a budget for the year beginning July 1, 2022 and ending June 30, 2023, and

**WHEREAS**, the City Manager has prepared and presented such proposed budget to the Council, such budget available for inspection at the office of the Finance Director, and

**WHEREAS**, the consolidated budget contains the budgets of the General Fund, the Parks and Tourism Fund, the Stormwater Utility Fund, the State Accommodations Fund, the Fire Impact Fund and the American Rescue Plan Act Fund.

**NOW, THEREFORE, BE IT ORDAINED** by the governing body of the City of Beaufort, SC, in Council duly assembled, and by the authority of the same to provide for the levy of tax for corporate City of Beaufort for the fiscal year beginning July 1, 2022 and ending June 30, 2023, to make appropriations for said purposes, and to provide for budgetary control of the City's fiscal affairs.

### SECTION 1. TAX LEVY

The City Council of Beaufort, SC hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance. Further, that the City Council of Beaufort, SC hereby establishes the millage rates as detailed in Section 2 of this Ordinance. However, the City Council of Beaufort, SC reserves the right to modify these millage rates by resolution at its August 23, 2022 meeting.

### SECTION 2. MILLAGE

The Beaufort County Auditor is hereby authorized and directed to levy the Fiscal Year 2022-2023 a tax of 78.2 mills on the dollar of assessed value of property within the City limits, in accordance with the laws of South Carolina. These taxes shall be collected by the Beaufort County Treasurer, as provided by law and distributed in accordance with the provisions of this Ordinance and subsequent appropriations hereafter passed by the City Council of Beaufort, SC.

City Operations	58.90
City Debt Service	17.30
City Reserve Mil	2.00

SECTION 3. CITY OPERATIONS APPROPRIATION

An amount of \$27,549,473 is appropriated to the City of Beaufort to fund City Operations as follows:

	<u>Appropriations</u>
<b><u>General Fund</u></b>	
Non-Departmental	\$ 251,596
City Council	180,728
City Manager	895,170
Finance	921,194
Human Resources	277,184
Information Technology	482,110
Municipal Court	545,665
Community & Economic Development	1,287,524
Police Operations	4,875,309
School Resource Officer	333,309
School Crossing Guard	27,712
Victims Rights	84,424
Beaufort Fire	5,959,101
Public Works	1,024,220
Streets & Traffic	877,840
Facilities Maintenance	511,645
Solid Waste	735,715
Debt Service	1,618,135
Total General Fund	<u>\$ 20,888,582</u>
<b><u>Parks &amp; Tourism Fund</u></b>	
Police Operations	\$ 1,285,472
Marina Operations	26,976
Waterfront Park Operations	832,804
Parking	59,950
Other Parks & Tourism	1,127,388
Other Downtown Operations	612,110
Tourism Marketing	152,500
Total Parks & Tourism Fund	<u>\$ 4,097,200</u>
<b><u>Stormwater Utility Fund</u></b>	
Stormwater Utility Operations	\$ 707,261
Debt Service	505,500
Total Stormwater Utility Fund	<u>\$ 1,212,761</u>
<b><u>State Accommodations Fund</u></b>	
Police Operations	\$ 24,047
Other Tourism Operations	50,000
Designated Marketing Organization	182,500
ATAX Grant Awards	321,370
Transfers out	55,416
Total State Accommodations Fund	<u>\$ 633,333</u>
<b><u>Fire Impact Fund</u></b>	
	<u>\$ -</u>
<b><u>American Rescue Plan Act Fund</u></b>	
	<u>\$ 717,598</u>
<b>Total Appropriations</b>	<u>\$ 27,549,473</u>

The detailed Operations budget containing line-item accounts by department is hereby adopted as part of this Ordinance.

**Capital Project Appropriations** shall not lapse at June 30, 2022, but each project appropriation shall remain in force for the life of the project and shall be closed out upon completion or other disposition of the project.

SECTION 4. CITY OPERATIONS REVENUE

The appropriations of the City Operations will be funded from the following revenue sources:

	<u>Revenues</u>
<b><u>General Fund</u></b>	
Property Taxes	\$ 8,757,484
Licenses & Permits	5,120,000
Intergovernmental Revenue	2,678,250
Franchise Fees	2,034,920
Charges for Services	1,576,532
Fines & Forfeitures	82,000
Miscellaneous	10,000
Interest	10,000
Transfers In	305,416
Total General Fund	<u>\$ 20,574,603</u>
<b><u>Parks &amp; Tourism Fund</u></b>	
Other Taxes	\$ 3,565,000
Charges for Services	531,200
Miscellaneous	1,000
Total Parks & Tourism Fund	<u>\$ 4,097,200</u>
<b><u>Stormwater Utility Fund</u></b>	
Charges for Services	\$ 1,210,761
Interest	2,000
Total Stormwater Utility Fund	<u>\$ 1,212,761</u>
<b><u>State Accommodations Fund</u></b>	
Other Taxes	\$ 633,333
Total State Accommodations Fund	<u>\$ 633,333</u>
<b><u>Fire Impact Fund</u></b>	
Fire Impact Fee	\$ 130,000
Total Fire Impact Fund	<u>\$ 130,000</u>
<b><u>American Rescue Plan Act Fund</u></b>	
Intergovernmental	\$ 4,094,515
Interest	2,000
Total American Rescue Plan Act Fund	<u>\$ 4,096,515</u>
<b>Total Revenues</b>	<u><u>\$ 30,744,412</u></u>

The adopted budget hereby authorizes the release of Committed Fund Balance for Vehicles & Equipment of \$313,979 to bring total appropriations of the General Fund in balance with total revenues of the General Fund.

SECTION 5. ESTABLISHMENT OF A MASTER FEE SCHEDULE

A Master Fee Schedule listing all fees charged by the City for Fiscal Year 2023 is included and incorporated for reference as Attachment A.

SECTION 5. CITY DEBT SERVICE APPROPRIATION

The revenue generated by a 17.3 mill levy is appropriated to defray the principal and interest payment on all City debt authorized to cover Capital expenditures.

SECTION 6. BUDGETARY ACCOUNT BREAKOUT

The foregoing City Operation appropriations have been detailed by the City Council into line-item accounts for each department. The detailed appropriation by account and budget narrative contained separately is hereby adopted as part of this Ordinance.

SECTION 7. FY 2021-2022 ENCUMBRANCES AND REMAINING GRANT AUTHORIZATIONS REAPPROPRIATED, RECORDING OF ASSIGNMENTS OF AMOUNTS APPROPRIATED FROM FUND BALANCE.

Encumbrances in each fund at June 30, 2022, representing obligations made against 2021-2022 appropriations outstanding as of that date, are hereby reappropriated and the appropriations shall be distributed to the budgetary accounts under which the expenditures will be charged during the FY 2022-2023 budget year as such obligations are satisfied, provided that such encumbrances, when taken together with the FY 2021-2022 expenditures, do not cause any fund to exceed its budgetary authorization for the year ended June 30, 2022.

For each fund in which a reappropriation occurs, the amount of funds appropriated hereunder shall be established in that fund as "Assigned Fund Balance for Encumbrances."

For each fund in which the balanced budget for FY 2022-2023 includes the use of fund balance; the amount of the fund balance so used shall be identified as "Assigned for Current Appropriations."

Appropriations for grants, the authorization for which extends beyond the end of the fiscal year, shall not lapse at the end of the fiscal year. Any such grant authorizations remaining at the end of a fiscal year shall be reappropriated pursuant to the conditions of the respective grant agreements.

Appropriations for active projects resulting in restrictions or commitments of fund balances shall be identified by appropriate titles in the financial statements of the affected funds.

SECTION 8. ADMINISTRATION OF THE BUDGET

The City Manager or his designee shall administer the budget and may authorize the transfer of appropriations within the allotments heretofore established and necessary to achieve the goals of the budget provided, however, that no such transfer shall be used to increase the total appropriation within any fund.

SECTION 9. AUTHORIZATION TO ENTER INTO CONTRACTS

The City Manager is authorized to enter into City contracts if the total contract amount is less than or equal to the budget line item or project budget as approved by City Council herein.

SECTION 10. ALLOCATION OF FUNDS

The City Manager is responsible for controlling the rate of expenditures of budgeted funds in order to assure that expenditures do not exceed funds on hand. To carry out this responsibility, the City Manager is authorized to allocate budgeted funds.

SECTION 11. MISCELLANEOUS RECEIPTS ABOVE ANTICIPATED REVENUES

Revenues other than, and/or in excess of, those addressed in Section 4 of this Ordinance, received by the City of Beaufort, which are in excess of the anticipated revenue as approved in the current budget, may be expended as directed by the revenue source, or for the express purposes for which the funds were generated without further approval of City Council. All such expenditures addressed in Section 3, in excess of \$10,000, shall be reported, in written form, to the City Council of Beaufort on a quarterly basis. Such funds include sales of products, services, rents, contributions, donations, special events, insurance and similar recoveries.

SECTION 12. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2023, are hereby approved.

SECTION 13. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2022. Approved and adopted on the second and final reading this 21<sup>st</sup> day of June 2022.

\_\_\_\_\_  
STEPHEN D. MURRAY III, MAYOR

ATTEST:

\_\_\_\_\_  
TRACI GULDNER, CITY CLERK

1<sup>ST</sup> Reading June 14, 2022

2<sup>nd</sup> Reading & Adoption \_\_\_\_\_

Reviewed by: William Harvey III, City Attorney, May 26, 2022

**ATTACHMENT A**  
**MASTER FEE SCHEDULE FOR FY 2022-2023**

Special Duty Fee - Police	\$50/hour*
Special Duty Fee – Fire	\$38/hour*
Special Duty Fee – Public Works	\$36/hour*
* 4 hour minimum	
Park Rental Fee – Waterfront Park –	
as adopted in February 2011 and included in the Waterfront Park rental application	
Park Deposit Fee – Pigeon Point Park	\$50/day
Park Deposit Fee - Southside Park	\$100/day
Parking Fee for Special Events -	
Full Day Rate	\$6/day
Stormwater Fee – Option E under the Beaufort	
County Stormwater Rate model	\$135/account
Refuse/Recycling Collection Fee – Residential	\$20.00/month
Refuse Collection Fee – Commercial:	
Tier 1 – 1 Cart/2 Day service	\$13.50/month
Tier 2 - 2 Carts/2 Day service	\$27.00/month
Tier 3 – 3 Carts/2 Day service	\$40.50/month
Tier 4 – 3 Carts/5 Day service	\$101.25/month
Tier 5 – 4 Carts/5 Day service	\$135.00/month
Tier 6 – 5 Carts/5 Day service	\$168.75/month
Tier 7 – 6 Carts/5 Day service	\$202.50/month
\$25.00 added to each monthly account requiring Saturday service	

**APPENDIX A: BUSINESS LICENSE RATE SCHEDULE**

<b>RATE CLASS</b>	<b>INCOME: \$0 - \$2,000</b>	<b>INCOME OVER \$2,000</b>
	<b>BASE RATE</b>	<b>RATE PER \$1,000 OR FRACTION THEREOF</b>
1	\$25.00	\$1.00
2	\$35.00	\$1.30
3	\$45.00	\$1.60
4	\$55.00	\$1.90
5	\$65.00	\$2.20
6	\$75.00	\$2.50
7	\$85.00	\$2.80

**NON-RESIDENT RATES**

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the Municipality.

**CLASS 8 & 9 RATES**

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the Municipality also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

**8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].**

Resident rates, for contractors having a permanent place of business within the Municipality:

Minimum on first \$2,000 .....	\$ 60.00 PLUS
Each additional 1,000.....	\$ 1.75

Non-resident rates apply to contractors that do not have a permanent place of business within the Municipality. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

**8.2 NAICS 482 – Railroad Companies** (See S.C. Code § 12-23-210).

**8.3 NAICS 517311, 517312 – Telephone Companies.**

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

**8.4 NAICS 5241 – Insurance Companies:**

Independent agents, brokers, their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate ordinance (the “Insurers and Brokers Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process,

and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

**8.51 NAICS 713120 – Amusement Machines, coin operated (except gambling).** Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) **[Type I and Type II]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine ..... \$12.50 PLUS

Each additional \$1,000, over base of \$2,000..... \$1.75

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

**8.52 NAICS 713290 – Amusement Machines, coin operated, non-payout.** Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) **[Type III]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(B):

Per Machine ..... \$180.00 PLUS

Each additional \$1,000, over base of \$2,000..... \$1.75

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

**8.6 NAICS 713990 – Billiard or Pool Rooms, all types.** (A) Pursuant to SC Code § 12-21-2746, license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that; PLUS, (B) with respect to gross income from the entire business in addition to the tax authorized by state law for each table:

Minimum on first \$2,000 ..... \$32.00 PLUS

Each additional \$1,000, over base of \$2,000..... \$1.26

- 9.1 NAICS 423930 – Junk or Scrap Dealers [Non-resident rates apply].**
- Minimum on first \$2,000 ..... \$41.00 PLUS
- Each additional \$1,000, over base of \$2,000..... \$1.66

- 9.2 NAICS 522298 – Pawn Brokers [All Types].**
- Minimum on first \$2,000 ..... \$161.00 PLUS
- Each additional \$1,000, over base of \$2,000..... \$2.88

- 9.3 NAICS 4411, 4412 – Automotive, Motor Vehicles, Boats, Farm Machinery or Retail.**  
 (except auto supply stores - see 4413)
- Minimum on first \$2,000 ..... \$20.00 PLUS
- Each additional \$1,000, over base of \$2,000..... \$0.65
- One sales lot not more than 400 feet from the main showroom may be operated under this license provided that proceeds from sales at the lot are included in gross receipts at the main office when both are operated under the same name and ownership.
- Gross receipts for this classification shall include value of trade-ins. Dealer transfers or internal repairs on resale items shall not be included in gross income.

**NAICS 454390 – Peddlers, Solicitors, Canvassers, Door-To-Door Sales.**

Direct retail sales of merchandise. [Non-resident rates apply]

- 9.41** Regular activities [more than two sale periods of more than three days each per year]
- Minimum on first \$2,000 ..... \$200.00 PLUS
- Each additional \$1,000, over base of \$2,000..... \$1.00

- 9.42** Seasonal activities [not more than two sale periods of not more than three days each year, separate license required for each sale period]
- Minimum on first \$2,000 ..... \$200.00PLUS
- Each additional \$1,000, over base of \$2,000..... \$1.00
- Applicants for a license to sell on private property must provide written authorization from the property owner to use the intended location.

- 9.5 NAICS 713290 – Bingo halls, parlors.**
- Minimum on first \$2,000 ..... \$32.50 PLUS
- Each additional \$1,000, over base of \$2,000..... \$1.26

**9.6 NAICS 711190 – Carnivals and Circuses.**

Minimum on first \$2,000 ..... \$64.00 PLUS

Each additional \$1,000, over base of \$2,000..... \$2.52

**9.7 NAICS 722410 – Drinking Places, bars, lounges, cabarets (Alcoholic beverages consumed on premises).**

Minimum on first \$2,000 ..... \$272.00 PLUS

Each additional \$1,000, over base of \$2,000..... \$4.31

License must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

**9.71 NAICS 722511-Restuarants serving Alcohol**

Minimum on first \$2,000 ..... \$115.00 PLUS

Each additional \$1,000, over base of \$2,000..... \$2.90

License must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

**APPENDIX B**  
**2021 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE**

<b>NAICS Sector/Subsector</b>	<b>Industry Sector</b>	<b>Class</b>
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
31	Manufacturing	2.00
32	Manufacturing	2.00
33	Manufacturing	2.00
42	Wholesale trade	1.00
44	Retail trade	1.00
45	Retail trade	1.00
48	Transportation and warehousing	2.00
49	Transportation and warehousing	2.00
51	Information	4.00
52	Finance and insurance	7.00
53	Real estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation se	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
71	Arts, entertainment, and recreation	3.00
721	Accommodation	3.00
722	Food services and drinking places	1.00
81	Other services	5.00
<b>Class 8</b>	<b>Mandatory or Recommended Subclasses</b>	
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40
713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries ( pool tables)	8.60
<b>Class 9</b>	<b>Optional Subclasses</b>	
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments ( Regular Peddlers)	9.41
454390	Other Direct Selling Establishments (Seasonal Peddlers)	9.42
713290	Bingo Halls	9.50
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
722410	Drinking Places (Alcoholic Beverages)	9.70
31	Manufacturing	9.80
32	Manufacturing	9.80
33	Manufacturing	9.80

Note: Class Schedule is based on 2017 IRS data.

**DEVELOPMENT REVIEW CODES FEE SCHEDULE**  
**Revised June 18, 2020**

(1) **OTHER FEES SUPERSEDED**

The following schedules and regulations regarding fees are hereby adopted and supersede all regulations and schedules regarding fees published in the most recent edition of the International Building Code or supplement thereof.

(2) **FEES MANDATORY**

No permit shall be issued until the fees prescribed in this section shall have been paid. Nor shall an amendment to a permit be approved until the additional fee, if any, due to an increase in the estimated cost of the building or structure, shall have been paid.

(3) **FAILURE TO OBTAIN PERMIT**

Where work for which a permit is required by this code is started or proceeded prior to obtaining said permit, the base fee herein specified shall be tripled, but the payment of such tripled fee shall not relieve any persons from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein. The Building Official has the authority to waive such penalty fee for first time offenses.

(4) **RECORD OF FEES COLLECTED**

The Building Official shall keep a permanent and accurate accounting of all permit fees and other monies collected, the names of all persons upon whose account the same was paid, the full date and amount thereof.

(5) **MOVING A BUILDING/STRUCTURES**

For the moving of any building or structure, the fee shall be \$150.00

(6) **DEMOLITION OF BUILDING/STRUCTURE**

For the moving of any building or structure, the fee shall be \$150.00

For the demolition of any building or structure, the fees are as follows:

Complete Demolition Single-Family Structure \$100.00 Complete Demolition Commercial & Multifamily Structure \$200.00

(7) **BUILDING PERMIT FEES**

On all new buildings, structures or alterations requiring a building permit as set forth in the International Building Code and the International Residential Code, the fee shall be paid as required at the time of filing the application in accordance with the schedule shown below. All

fees are paid at time of submittal.

Building Permit Fee Schedule:

<b>Total Valuation</b>	<b>Base Fee</b>
>\$500 to \$50,000	\$35 for the first \$500, plus \$5.30 for each additional thousand or fraction thereof (round up)
>\$50,000 to \$100,000	\$300 for the first \$50,000, plus \$4 for each additional thousand or fraction thereof (round up)
>\$100,000 to \$500,000	\$500 for the first \$100,000, plus \$3 for each additional thousand or fraction thereof (round up)
>\$500,000 and up	\$1,700 for the first \$500,000, plus \$2 for each additional thousand or fraction thereof (round up)

(8) **PLAN CHECKING FEES**

When a plan is required to be submitted, all fees shall be paid to the building department at the time of submitting plans and specifications for checking. Said plan checking fee shall be equal to one-half of the base fee.

(9) **BUILDING PERMIT VALUATIONS**

If, in the opinion of the Building Official, the valuation of a building, alteration, or structure, appears to be underestimated, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

(10) **PROCEDURE FOR PERMIT REFUNDS**

- (a) Permit holder must return all applicable permit forms and receipts; copies will not be accepted.
- (b) Permit refund will be for total amount paid minus Plan Checking Fee-
- (c) A completed W-9 form is required.

(11) **INSPECTION FEES**

- (a) New Construction/Renovation inspection fees: \$0.10 per square footage
- (b) Individual inspection fees (not associated with new construction or major renovation): \$40.00 ea.
- (c) Swimming Pool Inspection Fees

Single-Family \$235.00  
with \$200 to be refunded after pool inspection has been performed and approved

Multifamily and Commercial \$265.00  
with \$200 to be refunded after pool inspection has been performed and approved

- (d) Safety Inspection  
Commercial \$50.00

(12) **RE-INSPECTIONS**

If the Building Official or his duly authorized representative shall, upon his inspection after the completion of the work or apparatus, find the same does not conform to and comply with the provisions of this Code, he shall notify the contractor, indicating the corrections to be made, and then he shall again inspect the work or apparatus without further charge; but when extra inspections are due to any of the following reasons, a charge of \$100 for multifamily and commercial projects, and \$50.00 for all other projects shall be made for each re-inspection:

- (a) Wrong Address
- (b) Repairs or corrections not made when inspections are called
- (c) Work not ready for inspection when called

All re-inspection fees are required to be paid in advance prior to re-inspection.

(13) **TREE REMOVAL FEES**

**(a) Single Family Lots:** \$10.00 per tree for a specimen or landmark tree as established in Section 5.3.2

**(b) Commercial Lots:** \$10.00 per tree (8" caliper or larger at DBH) or any tree designated as a specimen or landmark tree, as established in Section 5.3.2. Mitigation may be required.

(14) **SIGN PERMITS**

For issuing each sign permit, the fee shall be as follows:

Permanent Sign  
\$1.00 per square foot of signage plus a \$40.00 inspection fee

Master Sign Plan \$10.00 per tenant

Amendments to Master Sign Plan \$20.00

(15) **BANNER PERMITS**

Temporary Banner - \$5.00 per day

(16) **TEMPORARY TENT/CANOPY PERMITS**

Temporary tent or canopy over 400 Sq. Ft. \$150.00

(17) **LANDSCAPE IRRIGATION AND OR WELL PERMITS**

Single-Family Lot	\$50.00
Commercial or Multifamily Lot	\$75.00

(18) **SUBDIVISION FEES**

Plat Review	\$25.00
Minor Subdivision (≤ 5 lots and no new streets)	\$50.00 (Includes Plat Review Fee)
Major Subdivision that includes New Streets: (Includes Plat Review Fee)	
6 to 49 lots:	\$1,000 + \$10/lot
50-100 lots:	\$1,500 + \$10/lot
101 to 300 lots:	\$2,000 + \$10/lot
301 + lots:	\$2,500 + \$10/lot

(19) **STAFF DESIGN REVIEW FEES**

**Single Family and 2/3-unit buildings not in a historic district are exempt.**

**Type 1:** Renovations/Improvements not including additions, ≤ 50% of the value of the structure

<u>Value</u>	<u>Fee</u>
Improvements ≤ \$5,000	\$50
Improvements > \$5,000 but ≤ \$25,000	\$50 + 0.25% x value above \$5,000
Improvements > \$25,000	\$100 + 0.20% x value above \$25,000

**Type 2**

- Any single-family and 2/3-unit residential addition in a historic district: \$50
- All other additions: \$500 base fee + \$0.05/square foot of addition.

**Type 3**

Review for new construction and for renovations/improvements totaling over 50% of the value of the structure:

- Single-family and 2/3 unit residential in the historic district:
  - ≤ 10,000 square feet: \$500 base fee + 0.05/square foot of building

- > \$10,000 square feet: \$1,000 base fee + \$0.05/square foot of building for the first 100,000 square feet of building. For additional square footage over 100,000, \$0.02/square foot

(20) **REVIEW BOARDS: HISTORIC REVIEW BOARD & DESIGN REVIEW BOARD**

Single-family residential projects (board review)	\$100
Multifamily and commercial projects (board review)	\$250
Change After Certification	\$100
Demolition (whole structure)	\$250.00
Special Board Meeting	\$500.00

**Post facto applications shall be triple the normal fee.**

(21) **ZONING BOARD OF APPEALS**

All Application Fees: \$300.00

(22) **REZONING**

Rezoning to PUD	\$400
Rezoning, non-PUD	\$200 & \$10/per lot

(23) **TEXT AMENDMENT**

Beaufort Code Text Amendment	\$400
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(24) **OTHER FEES**

Trip to Storage (Request for documents from storage)	\$50.00 (plus copying fee)
Flood Hazard Area Verification Letter	\$25.00
Parking Meter Space Rental space	\$5.00 per day per metered (for construction projects only)
Fee for Copies (8 1/2 x 11)	30¢ per sheet
Plat Review	\$25.00
Zoning Review/Letter	\$50.00
Traffic Impact Analysis Report Review Fee	\$750.00

Administrative Adjustment	\$50.00
Short Term Rentals	\$100.00
Civic Master Plan	\$25.00
The Beaufort Code (in a binder)	\$50.00
The Comprehensive Plan (in a binder)	\$50.00

## FIRE IMPACT FEE SCHEDULE

Land Use Category	Service Units	Persons per Household	Employee Space Ratio	Cost per Person	Cost per Employee	Impact Fee per Service unit
<b>Residential Uses</b>						
Single Family (Attached or Detached)	d.u.	2.69	—	\$305.43	—	\$305.43
Mobile Home	d.u.	3.66	—	\$305.43	—	\$305.43
Multifamily (>2 Dwelling Units)	d.u.	1.25	—	\$305.43	—	\$305.43
<b>Non-Residential Uses</b>						
<b>Hotel / Motel Uses</b>						
Hotel	room	—	0.57	—	\$592.34	\$337.64
Business Hotel	room	—	0.1	—	\$592.34	\$59.23
Motel	room	—	0.71	—	\$592.34	\$420.56
<b>Recreational Uses</b>						
Golf Course	hole	—	1.74	—	\$592.34	\$1,030.68
Movie Theater (w/ Matinee)	1,000 s.f.	—	1.1	—	\$592.34	\$651.58
<b>Institutional Uses</b>						
Elementary School	1,000 s.f.	—	0.98	—	\$592.34	\$580.50
Middle/Junior High School	1,000 s.f.	—	0.84	—	\$592.34	\$497.57
High School	1,000 s.f.	—	0.65	—	\$592.34	\$385.02
Junior/Community College	1,000 s.f.	—	1.77	—	\$592.34	\$1,048.45
University/College	student	—	0.19	—	\$592.34	\$112.55
Daycare	1,000 s.f.	—	2.77	—	\$592.34	\$1,640.79
Library	1,000 s.f.	—	1.07	—	\$592.34	\$633.81
<b>Medical Uses</b>						
Hospital	bed	—	2.88	—	\$592.34	\$1,705.95
Nursing Home	bed	—	0.84	—	\$592.34	\$497.57
Clinic	1,000 s.f.	—	3.93	—	\$592.34	\$2,327.91
Medical/Dental Office	1,000 s.f.	—	4.05	—	\$592.34	\$2,398.99

## FIRE IMPACT FEE SCHEDULE

Impact Fee Schedule for Fire Protection Facilities and Equipment						
Land Use Category	Service Units	Persons per Household	Employee Space Ratio	Cost per Person	Cost per Employee	Impact Fee per Service unit
<b>General Office Uses</b>						
< 50,000 s.f.	1,000 s.f.	—	4.14	—	\$592.34	\$2,452.30
50,001 – 100,000 s.f.	1,000 s.f.	—	3.72	—	\$592.34	\$2,203.52
100,001 – 150,000 s.f.	1,000 s.f.	—	3.55	—	\$592.34	\$2,102.82
150,001 – 200,000 s.f.	1,000 s.f.	—	3.44	—	\$592.34	\$2,037.66
> 200,001 s.f.	1,000 s.f.	—	3.26	—	\$592.34	\$1,931.04
<b>Office Park Uses</b>						
< 50,000 s.f.	1,000 s.f.	—	3.7	—	\$592.34	\$2,191.67
50,001 – 100,000 s.f.	1,000 s.f.	—	4.96	—	\$592.34	\$2,938.03
100,001 s.f. – 150,000 s.f.	1,000 s.f.	—	4.18	—	\$592.34	\$2,476.00
150,001 – 200,000 s.f.	1,000 s.f.	—	3.82	—	\$592.34	\$2,262.75
200,001 – 250,000 s.f.	1,000 s.f.	—	3.62	—	\$592.34	\$2,144.29
250,001 – 300,000 s.f.	1,000 s.f.	—	3.48	—	\$592.34	\$2,061.36
300,001 – 350,000 s.f.	1,000 s.f.	—	3.38	—	\$592.34	\$2,002.12
350,001 – 400,000 s.f.	1,000 s.f.	—	3.3	—	\$592.34	\$1,954.74
> 400,001 s.f.	1,000 s.f.	—	3.17	—	\$592.34	\$1,877.73
<b>Business Park Uses</b>						
< 100,000 s.f.	1,000 s.f.	—	2.44	—	\$592.34	\$1,445.32
100,001 s.f. – 150,000 s.f.	1,000 s.f.	—	2.79	—	\$592.34	\$1,652.64
150,001 – 200,000 s.f.	1,000 s.f.	—	2.95	—	\$592.34	\$1,747.41
200,001 – 250,000 s.f.	1,000 s.f.	—	3.03	—	\$592.34	\$1,794.80
250,001 – 300,000 s.f.	1,000 s.f.	—	3.09	—	\$592.34	\$1,830.34
300,001 – 350,000 s.f.	1,000 s.f.	—	3.12	—	\$592.34	\$1,848.11
350,001 – 400,000 s.f.	1,000 s.f.	—	3.15	—	\$592.34	\$1,865.88
> 400,001 s.f.	1,000 s.f.	—	3.2	—	\$592.34	\$1,895.50

## FIRE IMPACT FEE SCHEDULE

Impact Fee Schedule for Fire Protection Facilities and Equipment						
Land Use Category	Service Units	Persons per Household	Employee Space Ratio	Cost per Person	Cost per Employee	Impact Fee per Service unit
<b>General Retail Uses</b>						
< 50,000 s.f.	1,000 s.f.	—	2.86	—	\$592.34	\$1,694.10
50,001 – 100,000 s.f.	1,000 s.f.	—	2.5	—	\$592.34	\$1,480.86
100,001 s.f. – 150,000 s.f.	1,000 s.f.	—	2.22	—	\$592.34	\$1,315.00
150,001 – 200,000 s.f.	1,000 s.f.	—	2.22	—	\$592.34	\$1,315.00
200,001 – 300,000 s.f.	1,000 s.f.	—	2.22	—	\$592.34	\$1,315.00
300,001 – 400,000 s.f.	1,000 s.f.	—	2.22	—	\$592.34	\$1,315.00
> 400,001 s.f.	1,000 s.f.	—	2.22	—	\$592.34	\$1,315.00
<b>Specific Retail Uses</b>						
Supermarket	1,000 s.f.	—	1.1	—	\$592.34	\$651.58
Building Materials/ Lumber Store	1,000 s.f.	—	1.41	—	\$592.34	\$835.21
Free Standing Discount Store	1,000 s.f.	—	1.98	—	\$592.34	\$1,172.84
Nursery/Garden Center	1,000 s.f.	—	3.12	—	\$592.34	\$1,848.11
New Car Sales Center	1,000 s.f.	—	1.53	—	\$592.34	\$906.29
Tire Store	1,000 s.f.	—	1.21	—	\$592.34	\$716.74
Furniture Store	1,000 s.f.	—	0.42	—	\$592.34	\$248.78
<b>Industrial Uses</b>						
General Light Industrial	1,000 s.f.	—	2.31	—	\$592.34	\$1,368.31
General Heavy Industrial	1,000 s.f.	—	1.83	—	\$592.34	\$1,083.99
Industrial Park	1,000 s.f.	—	2.04	—	\$592.34	\$1,208.38
Warehousing	1,000 s.f.	—	0.92	—	\$592.34	\$544.96
Mini-Warehouse	1,000 s.f.	—	0.04	—	\$592.34	\$23.69
<b>Specific Service Uses</b>						
Drive-In Bank	1,000 s.f.	—	4.79	—	\$592.34	\$2,837.33
High-Turnover Sit-Down Restaurant	1,000 s.f.	—	5.64	—	\$592.34	\$3,340.82
Fast Food w/ Drive Through	1,000 s.f.	—	5	—	\$592.34	\$2,961.72

**ORDINANCE**

**SETTING ELECTION, RELATED DATES, AND FILING FEE FOR TWO (2) MEMBERS OF CITY COUNCIL PURSUANT TO SECTIONS 1-8001 THROUGH 1-8006 OF THE CITY OF BEAUFORT CODE OF ORDINANCES**

**WHEREAS**, Sections 1-8001 through 1-8006 of the Code of Ordinances, City of Beaufort, governs elections; and

**WHEREAS**, Council amended the Ordinance July 28, 1998 changing the election dates to even numbered years to coincide with national elections.

**NOW, THEREFORE BE IT ORDAINED**, by City Council of the City of Beaufort, South Carolina, duly assembled, and by authority of same that:

The filing fee for candidates running for council seats will be **\$150.00**

The following dates are hereby established for the 2022 City General Election:

Filing Deadline for Statement of Candidacy and Statement of Economic Interest	August 15, 2022 <b>12:00 NOON</b>
Election Date	November 8, 2022
Challenge Ballot Hearing	November 11, 2022 11:00 a.m.
Newly Elected Officers Take Office	December 13, 2022

\_\_\_\_\_  
STEPHEN D. MURRAY III, MAYOR

ATTEST:

\_\_\_\_\_  
TRACI GULDNER, CITY CLERK

1<sup>st</sup> Reading \_\_\_\_\_  
2<sup>nd</sup> Reading \_\_\_\_\_  
& Adoption \_\_\_\_\_

Reviewed by \_\_\_\_\_  
William B. Harvey, III, City Attorney



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

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**TO:** CITY COUNCIL **DATE:** 5/24/2022  
**FROM:** Bill Prokop, City Manager  
**AGENDA ITEM TITLE:** Ordinance annexing parcels of property into the Corporate Limits of the City of Beaufort, South Carolina - 1st reading  
**MEETING DATE:** 6/14/2022  
**DEPARTMENT:** City Managers Office

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*BACKGROUND INFORMATION:*

An annexation petition dated February 25, 2022 has been signed by at least 75 percent of the freeholders.

A notice of Public Hearing was published in the Beaufort Gazette on April 8, 2022.

The Public Hearing was held on May 10, 2022.

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

***REMARKS:***

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	5/24/2022
Signed Petition	Backup Material	5/24/2022

## **ORDINANCE**

### **ANNEXING PARCELS OF PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF BEAUFORT, SOUTH CAROLINA**

**WHEREAS**, an annexation petition dated February 25, 2022 for twenty-six parcels of property located on Port Royal Island has been presented to the City Council; and

**WHEREAS**, the petition has been signed by at least 75 percent of the freeholders owning at least 75 percent of the assessed value of the contiguous property hereinafter described petitioning for annexation of the property to the City under the provisions of S. C. Code Section 5-3-150(1); and

**WHEREAS**, the petition contains a description of the parcels of land to be annexed; and

**WHEREAS**, the properties to be annexed are highlighted on the attached maps; and

**WHEREAS**, the property (owners) requesting annexation are contiguous to the boundaries of present city limits of the City of Beaufort, South Carolina; and

**WHEREAS**, notice and public hearing requirements of S.C. Code Section 5-3-150(1) have been complied with; and

**WHEREAS**, it appears to Council that annexation would be in the best interest of the property owners and City of Beaufort; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, that the property herein described is hereby annexed to and becomes a part of the City of Beaufort, South Carolina:

**Parcel 1: R100 028 000 122D 0000; 533 Robert Smalls Pkwy**

**ALL** that certain piece, parcel or lot of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, and being a portion of lot a, Street Plantation, containing 8.302 acres, all of which is more particularly shown on that certain plat prepared by Beaufort Surveying, Inc., David S. Youmans. R.L.S., dated the 10th day of June, 1991 and entitled "boundary survey for Steve Green", a copy of which is recorded in the office of the R.M.C. for Beaufort County, South Carolina in plat book 41 at page 89.

The property being conveyed herein is a portion of the property which the grantor acquired by deed of Alphonso w. Pendergrass being dated the 20th day of October, 1962 and recorded in the office of the R.M.C. for Beaufort County, South Carolina in deed book 114 at page 89, attached hereto.

Also:

**Parcel 2: R200 015 000 116C 0000; 145 Sea Island Parkway**

**ALL that certain piece, parcel or lot of land, situate, lying and being in lot 51, section 9, township 1 south, range 1 west, Lady's Island, Beaufort County, South Carolina; being more particularly described as lot 11 on a plat made by R. D. Trogdon, sr., r.l.s., on November 16, 1956, revised august 2, 1958, and recorded in the office of the clerk of court for Beaufort County, South Carolina, in plat book 11 at page 30 to which plat reference is made for a more complete description of said lot.**

**This being the same property conveyed to the grantors by deed dated April 27, 2017 from Harry. J. Koutroulakis as trustee of the Sam G. Koutroulakis trust dated July 10, 2015, recorded May 15, 2017 in book 3575 at page 28 in the office of the register of deeds for Beaufort County, South Carolina, attached hereto.**

Also:

**Parcel 3: R200 015 000 0552 0000; 149 Sea Island Parkway**

**ALL that certain piece, parcel, or lot of land, situate and being in Lot 51, Section 9, Township 1 South, Range 1 West, Lady's Island, and being more fully shown and described as Lot 10 on a plat prepared by R. D. Trogdon, Jr., R. L. S., dated July 8, 1986. Reference is also made to a plat filed of record in the Office of the RMC for Beaufort County, South Carolina in Plat Book 11 at Page 30, attached hereto.**

Also:

**Parcel 4: R100 001 000 0241 0000; 1404 Greenlawn Drive**

**ALL that certain piece, parcel, or lot of land with the improvements thereon situate, lying and being in the County of Beaufort, South Carolina, being shown and designated as Lot Two (2) of Greenlawn Park Subdivision on a plat prepared by R. D. Trogdon, Sr., R.L.S. dated January 30, 1957, recorded in Plat Book 10 at Page 46 in the Office of the Register of Deeds of Beaufort County, South Carolina, attached hereto.**

Also:

**Parcel 5: R100 001 000 0261 0000; 1407 Greenlawn Drive**

**ALL that certain piece, parcel, or lot of land, with improvements thereon, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, shown and designated as Lot 23 of Greenlawn Park Subdivision as will be more fully shown on that certain plat prepared by R.D. Trogdon, Sr., R.L.S., dated January 30, 1957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 10 at Page 46, attached hereto.**

Also:

**Parcel 6: R100 001 000 0257 0000: 1507 Greenlawn Drive**

**ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Beaufort County, South Carolina, known and designated as Lot No. 19 of the Subdivision of Greenlawn Park, as shown on a plat by R.D. Trogdon, R.L.S, recorded in the**

**Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 10 at Page 46, attached hereto.**

Also:

**Parcel 7: R100 001 000 0006 0000; No Address Greenlawn Drive**

**ALL that certain piece, parcel, or lot of land, situate, lying and being in Beaufort County, South Carolina and shown and designated as Lot 13, Greenlawn Subdivision on that certain plat prepared by RD. Trogdon, Jr., R.L.S., which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 10 at Page 46, and further shown on an individual plat prepared by David S. Youmans, RLS dated August 31, 2006, attached hereto.**

Also:

**Parcel 8: R100 001 000 005O 0000; 2512 Greenlawn Circle**

**ALL that certain piece, parcel, or lot of land, with improvements thereon, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, and being designated as Lot 11, Carson R. Rentz Subdivision as shown on a plat by R.D. Trogdon, Sr., Surveyor, dated July 5, 1957, revised August 28, 1957 and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 10 at Page 84. For a more complete description as to metes and bounds, courses and distances, reference may be had to an individual plat prepared by David S. Youmans, RLS, dated September 28, 2006, attached hereto.**

Also:

**Parcel 9: R100 001 000 005N 0000; 2520 Greenlawn Circle**

**ALL that certain piece, parcel, or lot of land with improvements thereon, situate, lying and being near Beaufort in Beaufort County, South Carolina, designated as Lot IO as shown on a plat of Property of Carson R. Rentz made by R.D. Trogdon, Sr. Surveyor, dated August 28, 1957 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book IO at Page 84. For a more particular description of said lot as to metes and bounds, reference is made to an individual plat prepared by R.D. Trogdon, Jr., R.L.S., dated July 13, 1979 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 27 at Page 219, attached hereto..**

Also:

**Parcel 10: R100 001 000 005J 0000; 2519 Greenlawn Circle**

**ALL that certain piece, parcel, or lot of land, situate, lying and being in the County of Beaufort, State of South Carolina, and shown and designated as Lot 17 of Property of Carson R. Rentz Subdivision on a plat by R. D. Trogdon, Sr., dated August 28, 1957 and recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 10 at Page 84. For a more complete description of said lot, reference may be had to an individual plat of said lot prepared for 303 Associates, LLC by David S. Youmans, RLS, dated January 24, 2005, attached hereto.**

Also:

**Parcel 11: R100 001 000 005R 0000; 2525 Greenlawn Circle**

**ALL that certain piece, parcel, or lot of land, situate, lying and being in Beaufort County, South Carolina, being shown and designated as Lot 14 on a plat entitled "Property of Carson R. Rentz" prepared by R.D. Trogdon, Sr., dated July 5, 1957, revised August 28, 1957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 10 at Page 84. For a more detailed description of said property as to metes, courses, distances and bounds, reference may be had to an individual plat prepared by David S. Youmans, R.L.S., dated December 22, 2005, attached hereto.**

Also:

**Parcel 12: R100 029 000 0059 0000; 34 Old Jericho Road**

**ALL that certain piece, parcel or tract of land, situate, lying and being in Burton, Beaufort County, South Carolina, being shown as 0.315 acres, more or less, on a plat prepared by Zyad A. Khali, RLS, dated March 31, 2006, and recorded as an attachment to that certain Mortgage recorded in Book 2397, at Page 120, and shown as 0.32 acres on that certain Plat prepared by David E. Gasque, RLS, No. 10506, dated August 10, 2017, and attached hereto.**

Also:

**Parcel 13: R100 029 000 0057 0000; 20 Old Jericho Road**

**ALL that certain piece, parcel or lot of land designated as Parcel 57, situate, lying and being in Beaufort County, State of South Carolina, generally bounded and described as follows: On the North by Parcel 56; on the East by Old Jericho Road; on the South by Parcel 58A; and on the West by property now or formerly of Santagati; and having such shape form courses, distances, butting and boundaries as are more fully shown on a plat prepared by David S. Youmans, RLS #9765, Beaufort Surveying, Inc. dated January 17, recorded in the office of the ROD for Beaufort County, South Carolina in Plat Book 148, page 107, attached hereto.**

Also:

**Parcel 14: R100 029 000 058A 0000; 24 Old Jericho Road**

**ALL that certain piece, parcel or lot of land designated as Parcel 58A, situate, lying and being in Beaufort County, South Carolina, generally bounded and described as follows: On the North by Parcel 57; on the East by Old Jericho Road; on the South by Parcel 58; and on the West by property now or formerly of Santagati; and having such shape, form, courses distances, butting and boundaries as are more fully shown on a plat prepared by David S. Youmans, RLS #9765, Beaufort Surveying, Inc. dated January, 17, 2008, recorded in the office of the ROD for Beaufort County, South Carolina in Plat Book 148, page 107, attached hereto.**

Also:

**Parcel 15: R100 001 000 005F 0000; 1716 Greenlawn Drive**

**ALL that certain piece, parcel, or lot of land, with improvements thereon, situate, lying and being in Beaufort County, South Carolina, being shown and designated as Lot 7, on a plat of property of Carson R. Rentz recorded in Plat Book 10 at Page 84 in the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, bounds, courses and distances reference may be had to an individual plat prepared by David E. Gasque, RLS, dated February 11, 2000, attached hereto.**

Also:

**Parcel 16: R100 029 000 0504 0000; 110 Old Jericho Road**

**ALL that certain piece, parcel, lot or tract of land, with improvements thereon, situate, lying and being in the County of Beaufort, State of South Carolina, as shown on a plat prepared for John William Gray, III by Gray Surveying & Mapping, LLC, dated August 17, 2016, and recorded March 5, 2018 in Plat Book 148 at Page 147, containing 0.82 Acres, a tract designated on said Plat as Parcel "B", on the Northwest side of a right-of-way known as Old Jericho Road. The plat is attached hereto.**

Also:

**Parcel 17: R100 029 00B 0039 0000; 113 Old Jericho Road**

**ALL those certain pieces, parcels or lots of land, situate, lying and being in Beaufort County, South Carolina and shown and described as Lots Twenty-Four (24), Twenty-Five (25), Twenty-Six (26) and Twenty-Seven (27) of Palmetto Point Subdivision on a plat surveyed and drawn by R.D. Trogdon, Jr., R.L.S., on October 18, 1968, and duly recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Book 17 of Plats at page 52, attached hereto.**

Also:

**Parcel 18: R100 029 000 0110 0000; 116 Old Jericho Road**

**ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Beaufort, State of South Carolina, as shown on a plat prepared for Dr. John W. Gray by Beaufort Surveying, Inc., dated May 11, 1998 and revised on July 1, 1998, December 28, 1998, and May 13, 1999, and recorded on December 21, 1999 in the Beaufort County Register of Deeds Office in Plat Book 72 at Page 135, containing five(5) acres excluded from a tract designated on said Plat as Tract "A", said five(5) acres lying on the Northwest side of a right-of-way known as Old Jericho Road and having the following metes and bounds, to-wit: Beginning at an iron at the Southeastern corner of said and running along lands now or formerly of Dr. John Gray N70°46'5"W for a distance of 398.00 feet; thence turning and running N12°16'55"E for a distance of 510.22 feet; thence turning and running S69°49'50"E for a distance of 468.74 feet; thence turning and running along said right-of-way S20°10'14"W for a distance of 226.73 feet; thence turning and continuing along said right-of-way S20°19'55"W for a distance of 272.16 feet to the point of beginning. A plat**

prepared for John William Gray, III by Gray Surveying and Mapping and filed with the Beaufort County Register of Deeds in Deed Book 148 Pg 147 on 3/5/2018 is attached hereto.

Also:

**Parcel 19: R100 026 000 162A 0000; 1 Parris Island Gateway**

**ALL that certain piece, parcel or tract of land with improvements thereon, situate, lying and being in the Burton area of Port Royal Island, Beaufort County, South Carolina, and being more particularly shown and described on a plat prepared for Carver Brothers, Inc. by R.D. Trogdon, Jr., R.L.S., dated June 19, 1980, revised May 4, 1981, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 36 at Page 58 and attached hereto.**

Also:

**Parcel 20: R100 029 000 010B 0000; No Address**

**ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Burton, in Beaufort Township, Beaufort County, South Carolina, being part of the property of the "Lea Estate" and part of what is known as the Burton Hill Tract and containing .81 acres, more or less, as shown and designated on that certain plat prepared for Pelican Companies, Inc., by R.D. Trogdon, Jr., RLS, dated June 9, 1988, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 507 at Page 231 and attached hereto.**

Also:

**Parcel 21: R100 026 00A 0203 0000; 1502 Palmetto Dr**

**ALL that certain piece, parcel, or lot of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina known and designated as Lot 23 in Block A, as shown on a plat of the subdivision of Neil Trask, Sr. and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 9 at Page 61. For a more complete description of said property, reference is made to an individual plat prepared for William Howard Carines by Christensen-Kahlil Surveyors, Ind., dated November 17, 2011, a copy of which is recorded in the Beaufort County Register of Deeds Office in Plat Book 133 at Page 143.**

Also:

**Parcel 22: R100 028 000 0122 0000; 5 Estelle Road**

**All that certain piece, parcel or tract of land originally containing thirty-two (32) acres more or less, situate, lying and being in Beaufort County, South Carolina and being on Port Royal Island and located on Beaufort County's Reassessment Maps as tract 122, Map 28 Beaufort, and being more particularly described and bounded as follows, to wit: On the North by tracts 123, now belonging to or formerly belonging to Henry D and Elizabeth D. Singleton, and tract 138, now belonging to or formerly belonging to Merle C. Grey; on the West by tract 139 now belonging to or formerly belonging to Geneva Ray; on the South by tracts 121, now belonging to or formerly belonging to the Decedent, Estelle Singleton; and**

tract 120A now belonging to or formerly belonging to Paul Heyward; and on the East by tract 118 now belonging to or formerly belonging to the Decedent, Estelle Singleton; and tract 116 now belonging to or formerly belonging to C. D. Pulaski. Less that portion (plus or minus 19.9 acres) bound by Goethe Hill Road to the north and Highway 170 to the Southeast. The Beaufort County tax map for R100 028 000 0122 0000 is attached hereto.

Also:

**Parcel 23: R100 001 000 0005 0000; 1610 Greenlawn Drive**

**ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Beaufort Township, Beaufort County, South Carolina, and being more particularly shown and designated as Lot One (1), on a Subdivision plat of the property of Carson R. Rentz made by R. D, Trogdon, Sr., dated August 28, 1957 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 10 at Page 84, attached hereto.**

Also:

**Parcel 24: R100 001 000 005G 0000; 2513 Greenlawn Circle**

**ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, and designated as Lot Eight (8), of the property of Carson Rentz Subdivision, as shown on a plat of R.D Trogdon, Sr., dated August 28, 1957 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 10 at Page 84, attached hereto.**

Also:

**Parcel 25: R100 001 000 005H 0000; 2515 Greenlawn Circle**

**ALL that certain piece, parcel, or lot of land with improvements thereon, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, and being designated as Lot 19, Carson R. Rentz Subdivision as shown on a plat by R.D. Trogdon, Jr., RLS, dated August 28, 1957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 10 at Page 84, attached hereto.**

Also:

**Parcel 26: R100 001 000 005I 0000; 2517 Greenlawn Circle**

**ALL that certain piece, parcel, or lot of land, with improvements thereon, situate, lying and being on Port Royal Island, Beaufort County, South Carolina being shown and designated as Lot Number Eighteen (18) of Carson R. Rentz Subdivision on a plat recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 10 at Page 84, attached hereto.**

This Ordinance shall become effective immediately upon adoption.

\_\_\_\_\_  
STEPHEN D. MURRAY III, MAYOR

Attest:

\_\_\_\_\_  
TRACI GULDNER, CITY CLERK

1st Reading \_\_\_\_\_

2nd Reading & Adoption \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
WILLIAM B. HARVEY, III, CITY ATTORNEY

DATE 2/25/2022

TO THE MEMBERS OF )  
CITY COUNCIL ) PETITION OF ANNEXATION  
CITY OF BEAUFORT, S.C. )

We, the undersigned freeholders, comprising at least seventy-five percent of the freeholders, and owning at least seventy-five percent of the assessed valuation of the real property in the area to be annexed, pursuant to Section 5-3-150(1) of the South Carolina Code of Laws, 1976, as amended, do pray that your Honorable Body accept the petition and annex the enclosed described area, and enact an Ordinance declaring the area annexed to the City of Beaufort with full city privileges according to, and responsibilities required of, the said residents thereof and the lands and properties and businesses erected therein, subject only to the conditions, provisions, and limitations hereinafter set forth, The said annexation shall be upon terms, limitations, provisions, and conditions as follows:

The City of Beaufort shall furnish and render as promptly as practical to said area, its residents and properties, all of the privileges, benefits, rights and services now and hereinafter to be accorded the citizens within the corporate limits of the City of Beaufort in every particular under its charter and general special laws of South Carolina applicable to the City of Beaufort, and subject to the existing ordinances of the City.

The petitioning area to be annexed is described as follows:

**Parcel 1: R100 028 000 122D 0000; 533 Robert Smalls Pkwy**

**ALL that certain piece, parcel or lot of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, and being a portion of lot a, Street Plantation, containing 8.302 acres, all of which is more particularly shown on that certain plat prepared by Beaufort Surveying, Inc., David S. Youmans. R.L.S., dated the 10th day of June, 1991 and entitled "boundary survey for Steve Green", a copy of which is recorded in the office of the R.M.C. for Beaufort County, South Carolina in plat book 41 at page 89.**

**The property being conveyed herein is a portion of the property which the grantor acquired by deed of Alphonso w. Pendergrass being dated the 20th day of October, 1962 and recorded in the office of the R.M.C. for Beaufort County, South Carolina in deed book 114 at page 89, attached hereto.**

Also:

**Parcel 2: R200 015 000 116C 0000; 145 Sea Island Parkway**

**ALL that certain piece, parcel or lot of land, situate, lying and being in lot 51, section 9, township 1 south, range 1 west, Lady's Island, Beaufort County, South Carolina; being more particularly described as lot 11 on a plat made by R. D. Trogon, sr., r.l.s., on November 16,**

DATE 2/25/2022

1956, revised August 2, 1958, and recorded in the office of the clerk of court for Beaufort County, South Carolina, in plat book 11 at page 30 to which plat reference is made for a more complete description of said lot.

This being the same property conveyed to the grantors by deed dated April 27, 2017 from Harry. J. Koutroulakis as trustee of the Sam G. Koutroulakis trust dated July 10, 2015, recorded May 15, 2017 in book 3575 at page 28 in the office of the register of deeds for Beaufort County, South Carolina, attached hereto..

Also:

**Parcel 3: R200 015 000 0552 0000; 149 Sea Island Parkway**

ALL that certain piece, parcel or lot of land, situate and being in Lot 51, Section 9, Township 1 South, Range 1 West, Lady's Island, and being more fully shown and described as Lot 10 on a plat prepared by R. D. Trogdon, Jr., R. L. S., dated July 8, 1986. Reference is also made to a plat filed of record in the Office of the RMC for Beaufort County, South Carolina in Plat Book 11 at Page 30, attached hereto.

Also:

**Parcel 4: R100 001 000 0241 0000; 1404 Greenlawn Drive**

ALL that certain piece, parcel or lot of land with the improvements thereon situate, lying and being in the County of Beaufort, South Carolina, being shown and designated as Lot Two (2) of Greenlawn Park Subdivision on a plat prepared by R. D. Trogdon, Sr., R.L.S. dated January 30, 1957, recorded in Plat Book 10 at Page 46 in the Office of the Register of Deeds of Beaufort County, South Carolina, attached hereto.

Also:

**Parcel 5: R100 001 000 0261 0000; 1407 Greenlawn Drive**

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, shown and designated as Lot 23 of Greenlawn Park Subdivision as will be more fully shown on that certain plat prepared by R.D. Trogdon, Sr., R.L.S., dated January 30, 1957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 10 at Page 46, attached hereto.

Also:

**Parcel 6: R100 001 000 0257 0000: 1507 Greenlawn Drive**

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Beaufort County, South Carolina, known and designated as Lot No. 19 of the Subdivision of Greenlawn Park, as shown on a plat by R.D. Trogdon, R.L.S, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 10 at Page 46, attached hereto.

DATE 2/25/2022

Also:

**Parcel 7: R100 001 000 0006 0000; No Address Greenlawn Drive**

**ALL that certain piece, parcel or lot of land, situate, lying and being in Beaufort County, South Carolina and shown and designated as Lot 13, Greenlawn Subdivision on that certain plat prepared by RD. Trogdon, Jr., R.L.S., which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 10 at Page 46, and further shown on an individual plat prepared by David S. Youmans, RLS dated August 31, 2006, attached hereto.**

Also:

**Parcel 8: R100 001 000 005O 0000; 2512 Greenlawn Drive**

**ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, and being designated as Lot 11, Carson R. Rentz Subdivision as shown on a plat by R.D. Trogdon, Sr., Surveyor, dated July 5, 1957, revised August 28, 1957 and recorded in the Register of Deeds Office for Beaufort County, South Carolina in Plat Book 10 at Page 84. For a more complete description as to metes and bounds, courses and distances, reference may be had to an individual plat prepared by David S. Youmans, RLS, dated September 28, 2006, attached hereto.**

Also:

**Parcel 9: R100 001 000 005N 0000; 2520 Greenlawn Circle**

**ALL that certain piece, parcel or lot of land with improvements thereon, situate, lying and being near Beaufort in Beaufort County, South Carolina, designated as Lot IO as shown on a plat of Property of Carson R. Rentz made by R.D. Trogdon, Sr. Surveyor, dated August 28, 1957 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book IO at Page 84. For a more particular description of said lot as to metes and bounds, reference is made to an individual plat prepared by R.D. Trogdon, Jr., R.L.S., dated July 13, 1979 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 27 at Page 219, attached hereto..**

Also:

**Parcel 10: R100 001 000 005J 0000; 2519 Greenlawn Circle**

**ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Beaufort, State of South Carolina, and shown and designated as Lot 17 of Property of Carson R. Rentz Subdivision on a plat by R. D. Trogdon, Sr., dated August 28, 1957 and recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 10 at Page 84. For a more complete description of said lot, reference may be had to an individual plat of said lot prepared for 303 Associates, LLC by David S. Youmans, RLS, dated January 24, 2005, attached hereto.**

DATE 2/25/2022

Also:

**Parcel 11: R100 001 000 005R 0000; 2525 Greenlawn Circle**

**ALL that certain piece, parcel or lot of land, situate, lying and being in Beaufort County, South Carolina, being shown and designated as Lot 14 on a plat entitled "Property of Carson R. Rentz" prepared by R.D. Trogdon, Sr., dated July 5, 1957, revised August 28, 1957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 10 at Page 84. For a more detailed description of said property as to metes, courses, distances and bounds, reference may be had to an individual plat prepared by David S. Youmans, R.L.S., dated December 22, 2005, attached hereto.**

Also:

**Parcel 12: R100 029 000 0059 0000; 34 Old Jericho Road**

**ALL that certain piece, parcel or tract of land, situate, lying and being in Burton, Beaufort County, South Carolina, being shown as 0.315 acres, more or less, on a plat prepared by Zyad A. Khali, RLS, dated March 31, 2006, and recorded as an attachment to that certain Mortgage recorded in Book 2397, at Page 120, and shown as 0.32 acres on that certain Plat prepared by David E. Gasque, RLS, No. 10506, dated August 10, 2017, and attached hereto.**

Also:

**Parcel 13: R100 029 000 0057 0000; 20 Old Jericho Road**

**ALL that certain piece, parcel or lot of land designated as Parcel 57, situate, lying and being in Beaufort County, State of South Carolina, generally bounded and described as follows: On the North by Parcel 56; on the East by Old Jericho Road; on the South by Parcel 58A; and on the West by property now or formerly of Santagati; and having such shape form courses, distances, butting and boundaries as are more fully shown on a plat prepared by David S. Youmans, RLS #9765, Beaufort Surveying, Inc. dated January 17, recorded in the office of the ROD for Beaufort County, South Carolina in Plat Book 148, page 107, attached hereto.**

Also:

**Parcel 14: R100 029 000 058A 0000; 24 Old Jericho Road**

**ALL that certain piece, parcel or lot of land designated as Parcel 58A, situate, lying and being in Beaufort County, South Carolina, generally bounded and described as follows: On the North by Parcel 57; on the East by Old Jericho Road; on the South by Parcel 58; and on the West by property now or formerly of Santagati; and having such shape, form, courses distances, butting and boundaries as are more fully shown on a plat prepared by David S. Youmans, RLS #9765, Beaufort Surveying, Inc. dated January, 17, 2008, recorded in the office of the ROD for Beaufort County, South Carolina in Plat Book 148, page 107, attached hereto.**

Also:

DATE 2/25/2022

**Parcel 15: R100 001 000 005F 0000; 1716 Greenlawn**

**ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Beaufort County, South Carolina, being shown and designated as Lot 7, on a plat of property of Carson R. Rentz recorded in Plat Book 10 at Page 84 in the office of the Register of Deeds for Beaufort County, South Carolina. For a more complete description as to metes, bounds, courses and distances reference may be had to an individual plat prepared by David E. Gasque, RLS, dated February 11, 2000, attached hereto.**

Also:

**Parcel 16: R100 029 000 0504 0000; 110 Old Jericho Road**

**ALL that certain piece, parcel, lot or tract of land, with improvements thereon, situate, lying and being in the County of Beaufort, State of South Carolina, as shown on a plat prepared for John William Gray, III by Gray Surveying & Mapping, LLC, dated August 17, 2016, and recorded March 5, 2018 in Plat Book 148 at Page 147, containing 0.82 Acres, a tract designated on said Plat as Parcel "B", on the Northwest side of a right-of-way known as Old Jericho Road. The plat is attached hereto.**

Also:

**Parcel 17: R100 029 00B 0039 0000; 113 Old Jericho Road**

**ALL those certain pieces, parcels or lots of land, situate, lying and being in Beaufort County, South Carolina and shown and described as Lots Twenty-Four (24), Twenty-Five (25), Twenty-Six (26) and Twenty-Seven (27) of Palmetto Point Subdivision on a plat surveyed and drawn by R.D. Trogdon, Jr., R.L.S., on October 18, 1968, and duly recorded in the Office of the Clerk of Court for Beaufort County, South Carolina, in Book 17 of Plats at page 52, attached hereto.**

Also:

**Parcel 18: R100 029 000 0110 0000; 116 Old Jericho Road**

**ALL that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Beaufort, State of South Carolina, as shown on a plat prepared for Dr. John W. Gray by Beaufort Surveying, Inc., dated May 11, 1998 and revised on July 1, 1998, December 28, 1998, and May 13, 1999, and recorded on December 21, 1999 in the Beaufort County Register of Deeds Office in Plat Book 72 at Page 135, containing five(5) acres excluded from a tract designated on said Plat as Tract "A", said five(5) acres lying on the Northwest side of a right-of-way known as Old Jericho Road and having the following metes and bounds, to-wit: Beginning at an iron at the Southeastern corner of said and running along lands now or formerly of Dr. John Gray N70°46'5"W for a distance of 398.00 feet; thence turning and running N12°16'55"E for a distance of 510.22 feet; thence turning and running S69°49'50"E for a distance of 468.74 feet; thence turning and running along said right-of-way S20°10'14"W for a distance of 226.73 feet; thence turning and continuing along said right-of-way S20°19'55"W for a distance of 272.16 feet to the point of beginning. A plat**

DATE 2/25/2022

prepared for John William Gray, III by Gray Surveying and Mapping and filed with the Beaufort County Register of Deeds in Deed Book 148 Pg 147 on 3/5/2018 is attached hereto.

Also:

**Parcel 19: R100 026 000 162A 0000; 1 Parris Island Gateway**

**ALL that certain piece, parcel or tract of land with improvements thereon, situate, lying and being in the Burton area of Port Royal Island, Beaufort County, South Carolina, and being more particularly shown and described on a plat prepared for Carver Brothers, Inc. by R.D. Trogdon, Jr., R.L.S., elated June 19, 1980, revised May 4, 1981, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 36 at Page 58 and attached hereto.**

Also:

**Parcel 20: R100 029 000 010B 0000; No Address**

**ALL that certain piece, parcel or tract of land, situate, lying and being in the Town of Burton, in Beaufort Township, Beaufort County, South Carolina, being part of the property of the "Lea Estate" and part of what is known as the Burton Hill Tract and containing .81 acres, more or less, as shown and designated on that certain plat prepared for Pelican Companies, Inc., by R.D. Trogdon, Jr., RLS, dated June 9, 1988, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 507 at Page 231 and attached hereto.**

Also:

**Parcel 21: R100 026 00A 0203 0000; 1502 Palmetto Dr**

**ALL that certain piece, parcel or lot of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina known and designated as Lot 23 in Block A, as shown on a plat of the subdivision of Neil Trask, Sr. and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 9 at Page 61. For a more complete description of said property, reference is made to an individual plat prepared for William Howard Carines by Christensen-Kahlil Surveyors, Ind., dated November 17, 2011, a copy of which is recorded in the Beaufort County Register of Deeds Office in Plat Book 133 at Page 143.**

Also:

**Parcel 22: R100 028 000 0122 0000; 5 Estelle Road**

**All that certain piece, parcel or tract of land originally containing thirty-two (32) acres more or less, situate, lying and being in Beaufort County, South Carolina and being on Port Royal Island and located on Beaufort County's Reassessment Maps as tract 122, Map 28 Beaufort, and being more particularly described and bounded as follows, to wit: On the North by tracts 123, now belonging to or formerly belonging to Henry D and Elizabeth D.**

Singleton, and tract 138, now belonging to or formerly belonging to Merle C. Grey; on the West by tract 139 now belonging to or formerly belonging to Geneva Ray; on the South by tracts 121, now belonging to or formerly belonging to the Decedent, Estelle Singleton; and tract 120A now belonging to or formerly belonging to Paul Heyward; and on the East by tract 118 now belonging to or formerly belonging to the Decedent, Estelle Singleton; and tract 116 now belonging to or formerly belonging to C. D. Pulaski. Less that portion (plus or minus 19.9 acres) bound by Goethe Hill Road to the north and Highway 170 to the Southeast. The Beaufort County tax map for R100 028 000 0122 0000 is attached hereto.

Also:

**Parcel 23: R100 001 000 0005 0000; 1610 Greenlawn Drive**

**ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in Beaufort Township, Beaufort County, South Carolina, and being more particularly shown and designated as Lot One (1), on a Subdivision plat of the property of Carson R. Rentz made by R. D. Trogdon, Sr., dated August 28, 1957 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 10 at Page 84, attached hereto.**

Also:

**Parcel 24: R100 001 000 005G 0000; 2513 Greenlawn Drive**

**ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, and designated as Lot Eight (8), of the property of Carson Rentz Subdivision, as shown on a plat of R.D Trogdon, Sr., dated August 28, 1957 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 10 at Page 84, attached hereto.**

Also:

**Parcel 25: R100 001 000 005H 0000; 2515 Greenlawn Circle**

**ALL that certain piece, parcel, or lot of land with improvements thereon, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, and being designated as Lot 19, Carson R. Rentz Subdivision as shown on a plat by R.D. Trogdon, Jr., RLS, dated August 28, 1957, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 10 at Page 84, attached hereto.**

Also:

**Parcel 26: R100 001 000 005I 0000; 2517 Greenlawn Circle**

**ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on Port Royal Island, Beaufort County, South Carolina being shown and designated as Lot Number Eighteen (18) of Carson R. Rentz Subdivision on a plat recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 10 at Page 84, attached hereto..**

DATE 2/25/2022

NAME (PRINT)

ADDRESS

SIGNATURE

DATE

Steven Green  
(as to Parcel 1)

29 Tanglewood Dr.  2/28/22  
Beaufort, SC 29902

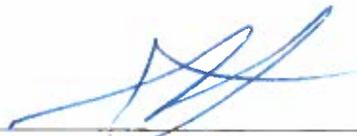
Island Brothers, LLC  
Harry J. Koutroulakis (its agent)  
(as to Parcel 2)

1906 CARRIAKE HOUSE (A/C)  
CAMDEN, SC 29020  2/25/22

Zippy Lube, Inc.  
Ronald S. Kizer (its agent)  
(as to Parcel 3)

Ronald S. Kizer  
6050 VAUX RD Beaufort, SC 29906 2/25/22

303 Associates  
Richard H. Stewart (its agent)  
(as to Parcel 4,5,6,7,8,9,10,)

  
2015 Boundary St., Suite 300 Beaufort, SC 29902 3/21/2022

Spotted Dog Farm, L.P.  
Richard Stewart (its agent)  
(as to parcel 11)

  
2015 Boundary St., Suite 300 Beaufort SC 29902 3/21/2022

Richard H. Stewart  
(as to parcel 12,13,14)

  
2015 Boundary St., Suite 300, Beaufort SC 29902 3/21/2022

Beaufort Housing Authority  
Jeremiah W.A. Smith (its Chairman)  
(as to Parcel 15)

Jeremiah W.A. Smith 3-30-22  
1009 PRINCE ST. BEAUFORT SC 29902

Andrew Borgert

  
110 Old Jericho Road, Beaufort, SC 29902 3/29/22

Elinor Gray Borgert  
(as to Parcel 16)

Elinor Gray Borgert  
110 Old Jericho Road, Beaufort, SC 29902 3/29/22

Elinor Gray Borget

Elinor Gray Borget 3/29/22  
110 Old Jericho Road, Beaufort, SC 29902

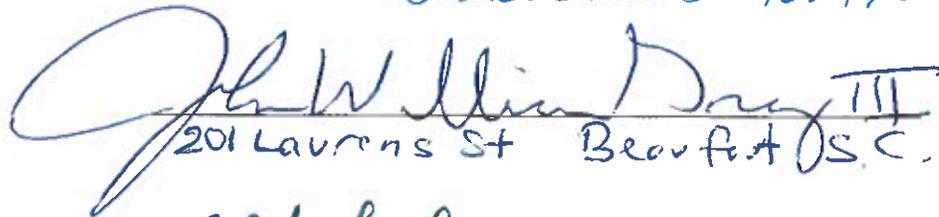
DATE 2/25/2022

NAME (PRINT) ADDRESS SIGNATURE DATE

John Hamilton Gray  
(as to Parcel 17)

 3/28/2022  
116 Old Jericho Rd. Beaufort, SC 29901

John William Gray III  
(as to Parcel 18)

 3/28/2022  
201 Laurens St Beaufort S.C. 29902

Swint Storage Beaufort, LLC  
Jefferson Bennet (its agent)  
(as to parcel 19)

  
1 Pottery Ln. Savannah, GA 31411 3/7/22

Swint Storage Beaufort, LLC  
Jefferson Bennet (its agent)  
(as to parcel 20)

  
1 Pottery Ln. Savannah, GA 31411 3/8/22

St. Clair Land and Acquisitions, LLC  
Michael StClair (its agent)  
(as to parcel 21)

 3/1/22  
151 Broadwood Estates

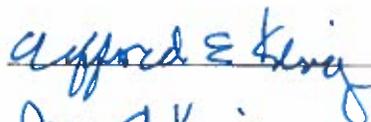
Etta Mae Grant

\_\_\_\_\_

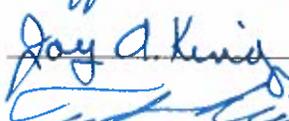
Edward Singleton  
(as to Parcel 22)

\_\_\_\_\_

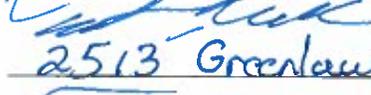
Clifford Earl King

 4/21/22

Joy Ann King  
(as to Parcel 23)

 4/21/22 1610 Greenlawn Dr.

Nicholas A. Trout

  
2513 Greenlawn Circle 4/21/22

Chylah Ann Trout  
(as to Parcel 24)

*For my wife*

 4/21/22

DATE 2/25/2021

M. G. Way  
(as to Parcel 25)

Mamad, Wj 5/13/2022  
3035 Ravel Ct, Beaufort, SC 29902

Melvenia Luckey  
(as to Parcel 26)

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**For Municipal Use:**

**Petition Received By:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Description and Ownership Verified By:** \_\_\_\_\_ **Date** \_\_\_\_\_



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

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**TO:** CITY COUNCIL **DATE:** 5/24/2022  
**FROM:** Bill Prokop, City Manager  
**AGENDA ITEM TITLE:** Ordinance amending the City of Beaufort's Zoning Map to include parcels R100 028 000 122D 0000, R200 015 000 116C 0000, R200 015 000 0552 0000, R100 001 000 0241 0000, R100 001 000 0261 0000, R100 001 000 0257 0000, R100 001 000 0006 0000, R100 001 000 005O 0000, R100 001 000 005N 0000, R100 001 000 005J 0000, R100 001 000 005R 0000, R100 029 000 0059 0000, R100 029 000 0057 0000, R100 029 000 058A 0000, R100 001 000 005F 0000, R100 029 000 0504 0000, R100 029 000 00B 0039 0000, R100 029 000 0110 0000, R100 026 000 162A 0000, R100 029 000 010B 0000, R100 026 00A 0203 0000, R100 028 000 0122 0000, R100 001 000 0005 0000, R100 001 000 005G 0000, R100 001 000 005H 0000, R100 001 000 005I 0000, zoned as noted herein - 1st reading  
**MEETING DATE:** 6/14/2022  
**DEPARTMENT:** City Managers Office

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**BACKGROUND INFORMATION:**

Notice of the Public Hearing was advertised in the Beaufort Gazette on April 8, 2022.

The Public Hearing was held on May 10, 2022.

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**PLACED ON AGENDA FOR:** Action

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	6/7/2022

## ORDINANCE

### AMENDING THE CITY OF BEAUFORT'S ZONING MAP TO INCLUDE PARCELS

**R100 028 000 122D 0000, R200 015 000 116C 0000, R200 015 000 0552 0000,  
R100 001 000 0241 0000, R100 001 000 0261 0000, R100 001 000 0257 0000,  
R100 001 000 0006 0000, R100 001 000 005O 0000, R100 001 000 005N 0000,  
R100 001 000 005J 0000, R100 001 000 005R 0000, R100 029 000 0059 0000,  
R100 029 000 0057 0000, R100 029 000 058A 0000, R100 001 000 005F 0000,  
R100 029 000 0504 0000, R100 029 00B 0039 0000, R100 029 000 0110 0000,  
R100 026 000 162A 0000, R100 029 000 010B 0000, R100 026 00A 0203 0000,  
R100 028 000 0122 0000, R100 001 000 0005 0000, R100 001 000 005G 0000,  
R100 001 000 005H 0000, R100 001 000 005I 0000,  
ZONED AS NOTED HEREIN**

**WHEREAS**, Beaufort City Council has been presented with a Petition for Annexation for various parcels located on Port Royal Island, Beaufort County, South Carolina; and,

**WHEREAS**, the Petition provides for annexation of the various parcels under the 75% method of annexation as set forth in S.C.Code Ann. §5-3-150(1); and,

**WHEREAS**, upon annexation by the City, it is necessary that said parcels be zoned according to the zoning laws of the City of Beaufort; and,

**WHEREAS**, the State of South Carolina has conferred to the City of Beaufort the power to enact ordinances “in relation to roads, streets, markets, law enforcement, health, and order in the municipality or respecting any subject which it appears to it necessary and proper for the security and good government in it...” as set forth in the *Code of Laws of South Carolina*, Section 5-7-20; and

**WHEREAS**, the City of Beaufort adopted the *Beaufort Code* by reference on July 27, 2017, as set forth in section 5-6001 of the *Code of Ordinances Beaufort, South Carolina*; and

**WHEREAS**, the amendment of the zoning map is “for the general purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare” in accordance with the *Code of Laws of South Carolina*, Section 6-29-710; and

**WHEREAS**, the zoning map amendment to accommodate the annexation of these parcels is compatible and in accordance with the vision and goals of the city of Beaufort; and

**WHEREAS**, this vision and these goals were established through a democratic process and with public input and public participation; and

**WHEREAS**, these goals were recorded in the form of a comprehensive plan for all to see and reference; and

**WHEREAS**, the comprehensive plan was created through the leadership of the planning commission, responsible for determining a specific plan for the future of the city; and

**WHEREAS**, the city council of the City of Beaufort adopted the 2021 Comprehensive Plan (and Civic Master Plan) by ordinance; and

**WHEREAS**, the change of zoning for the annexed parcels is compatible with adjacent zoning; and

**WHEREAS**, it is reasonable to expect the change of zoning for the parcels will improve the marketability of the property; and

**WHEREAS**, any future development of the properties will be able to take advantage of existing infrastructure; and

**WHEREAS**, a public hearing before the Beaufort City Council was held regarding the proposed zoning changes for the parcels to be annexed on May 10, 2022, with notice of the hearing published in the Beaufort Gazette on April 8, 2022;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976*, that the zoning map of the City of Beaufort be amended by establishing the zoning designation of the annexed parcels herein, as follows:

R100 028 000 122D 0000	IC (Institutional & Campus)
R200 015 000 116C 0000	T5-UC (Urban Corridor)
R200 015 000 0552 0000	T5-UC (Urban Corridor)
R100 001 000 0241 0000	T5-UC (Urban Corridor)
R100 001 000 0261 0000	T5-UC (Urban Corridor)
R100 001 000 0257 0000	T5-UC (Urban Corridor)
R100 001 000 0006 0000	T5-UC (Urban Corridor)
R100 001 000 005O 0000	T5-UC (Urban Corridor)
R100 001 000 005N 0000	T5-UC (Urban Corridor)
R100 001 000 005J 0000	T5-UC (Urban Corridor)
R100 001 000 005R 0000	T5-UC (Urban Corridor)
R100 029 000 0059 0000	T5-UC/RMX (Urban Corridor/Regional Mixed Use)
R100 029 000 0057 0000	T5-UC/RMX (Urban Corridor/Regional Mixed Use)
R100 029 000 058A 0000	T5-UC/RMX (Urban Corridor/Regional Mixed Use)
R100 001 000 005F 0000	T5-UC (Urban Corridor)
R100 029 000 0504 0000	T5-UC/RMX (Urban Corridor/Regional Mixed Use)
R100 029 00B 0039 0000	T4-N (Neighborhood)
R100 029 000 0110 0000	T5-UC/RMX (Urban Corridor/Regional Mixed Use)
R100 026 000 162A 0000	T5-UC/RMX (Urban Corridor/Regional Mixed Use)
R100 029 000 010B 0000	T5-UC/RMX (Urban Corridor/Regional Mixed Use)
R100 026 00A 0203 0000	T4-N (Neighborhood)

R100 028 000 0122 0000	IC (Institutional & Campus)
R100 001 000 0005 0000	T5-UC (Urban Corridor)
R100 001 000 005G 0000	T5-UC (Urban Corridor)
R100 001 000 005H 0000	T5-UC (Urban Corridor)
R100 001 000 005I 0000	T5-UC (Urban Corridor)

This Ordinance shall become effective immediately upon adoption.

\_\_\_\_\_  
STEPHEN D. MURRAY III, MAYOR

Attest:

\_\_\_\_\_  
TRACI GULDNER, CITY CLERK

1st Reading \_\_\_\_\_

2nd Reading & Adoption \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
WILLIAM B. HARVEY, III, CITY ATTORNEY

## Memorandum of Understanding Between City of Beaufort and CommunityWorks

This Memorandum of Understanding (the "MOU") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and The City of Beaufort, a South Carolina municipality, a place of business at 1911 Boundary Street, Beaufort, SC 29902 ("CoB") and CommunityWorks, a South Carolina nonprofit organization with a place of business at 100 W. Antrim Drive, Greenville, SC 29607 ("CW").

WHEREAS, CoB employs certain eligible homebuyers needing assistance with the purchase of a home and desires to provide certain assistance as a benefit to those of its eligible team members;

WHEREAS, CW provides homebuyer assistance to eligible homebuyers;

WHEREAS, CoB provides funding to administer homebuyer assistance to eligible homebuyers;

WHEREAS, CoB and CW desire to work together to develop and support the Home to Work program at CoB (the "Program").

NOW, THEREFORE, in consideration of the foregoing and the following covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term** - This MOU is effective as of the Effective date and shall continue until \_\_\_\_\_. unless otherwise terminated as provided herein.
2. **Termination** - Either party may terminate this MOU for any reason or no reason upon thirty (30) days' advance written notice.
3. **Obligations of CoB**
  - a. **Internal Communication** - CoB shall be responsible for promoting the Program to its team members in such a manner as it deems appropriate. Promotion may include, at CoB's sole discretion, a variety of communication vehicles, such as departmental meetings, Website, team member portals, team member newsletters, and flyers.
  - b. **Application for Eligibility** - CoB shall be responsible for determining whether team member meets employment eligibility criteria to participate in the Program. CoB shall determine initial eligibility through its human resources ("HR") department and may refer eligible team members to CW. CW shall then determine the team member's readiness to participate pursuant to established criteria for the Program. All applications and information received from CoB and/or CoB team members for assistance shall be treated confidentially.

#### 4. **Obligations of CW**

- a. **Loan Closings** - Upon final approval of eligible CoB team members according to established program guidelines, CW shall coordinate all loan closings on behalf of CoB team members and shall be responsible for all correspondence with the lender and closing attorneys. CW shall provide loan closing instructions to the CoB employees and use the CoB employee's pre-approved down payment assistance, mortgage and loan documents. CW agrees to advance all down payment and closing assistance directly to the closing attorney prior to closing to disburse funds. CW then will submit a reimbursement request to CoB after obtaining the recorded mortgage and promissory note.
  - b. **Reporting and Tracking** - CW shall submit a quarterly activity report to CoB. The report shall include the number of loans closed, loans in progress, and team members seeking assistance. CW also agrees to account for all disbursements, fees, or other amounts for which it seeks reimbursement from CoB. CoB agrees to track employee tenure to determine an employee's obligation to repay the forgivable loan. Any remaining balances on homes sold or refinanced before the five (5) year requirements to satisfy the forgivable period will be disbursed directly to CoB.
5. **Marketing the Program** – CW and CoB shall work together to cobrand the program. Either party may prepare periodic press releases or other external communications, and/or share additional program and services information with CoB contact list. In the event a party prepares such a release or external communication, such party shall submit to the other any proposed external communications prior to release. CW and CoB public relations shall work together to distribute the release to local media.
  6. **Fees** - CW will charge CoB an administrative fee for loan closings at 15% of the total closing cost amount up to \$7,500.
  7. **Indemnification**- CW agrees to indemnify and hold harmless CoB, its directors, officers, team members, and agents from and against any and all claims, actions, or liabilities that may be asserted against CoB by third parties in connection with the acts or omission of CW, its team members, or agents in connection with the Services.
  8. **Compensation** - Except as expressly provided in this MOU, CW shall receive no compensation from CoB for the services provided under the terms of this MOU. Nothing in this MOU shall preclude CW from charging or collecting a reasonable application fee for processing applications directly from CoB team members.
  9. **Amendment** - All changes and modifications to the terms of this Memorandum of Understanding ("MOU") must be mutually agreed upon by CoB and CW.

10. **Governing Law** - This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.
11. **Relationship of the Parties** - Nothing in this Agreement is intended to or shall be construed to create an employer/employee relationship, partnership relationship, or joint venture relationship between the parties. To the extent permitted by applicable law, each party will be responsible for the acts and/or omissions of their respective officers, employees, students, agents, and representatives.
12. **Confidentiality** - CW acknowledges that, as a result of its work with CoB, CW may have access to certain confidential and proprietary information. For purposes of this Agreement, "Confidential Information" means any information and documents, including, without limitation, data, educational materials, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology related to CoB, its affiliates, subsidiaries, patients, employees, agents, or representatives and other similar proprietary and confidential information of CoB or any of its affiliates and subsidiaries. CW will hold all Confidential Information in the strictest confidence and protect all Confidential Information with the same degree of care that it exercises with respect to its own confidential and proprietary information. Notwithstanding any other provision of this Agreement to the contrary, CoB shall have the right to disclose pricing and other terms of this Agreement to CoB's attorneys, accountants, group purchasing organizations, and other third parties retained by CoB (collectively, the "CoB Consultants") provided that any such CoB Consultants shall be bound to the same level of confidentiality set forth in this Agreement. This obligation will survive the termination or the expiration of this Agreement for five (5) years or, in the case of patient information, indefinitely. In the event CW has entered into a business associate agreement related to this Agreement, the business associate agreement will control CW's obligations with respect to protected health information.
13. **Audit** - CW will allow CoB, at its own expense, to review and audit all records and documents reasonably related to this Agreement within 10 (ten) days of written notification by CoB
14. **Performance Standards** - CW's performance under this Agreement shall be assessed in accordance with the performance standards and expectations set forth on Exhibit A, attached hereto. CW agrees that, should CW fail to meet one or more stated performance standards, CW shall cooperate in good faith with CoB to implement appropriate corrective or improvement activities. CW acknowledges that CoB reserves the right to take action necessary to protect the health and safety of its patients. CW will provide to CoB, upon request, personnel records for any CW staff working under this Agreement within one (1) hour of request. CW agrees to follow all requirements of CoB as related to the Centers for Medicare and Medicaid Services Conditions of Participation and The Joint Commission.

- 15. Non-Exclusion and Debarment** - CW represents and warrants to CoB that neither it nor any of its affiliates (including its employees and agents) (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) have arranged or contracted (by employment or otherwise) with any employee, contractor, or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. CW represents and warrants to CoB that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such CW or its affiliates or, to their knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement (collectively, "Exclusions/Adverse Actions"). CW agrees to notify CoB if it/they are excluded from participation or have received an adverse action.
- 16. Books and Records** - CW will, to the extent required by Section 1861(v)(l)(1) of the Social Security Act, make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly-authorized representatives, this Agreement and any books, documents, and records of CW that are necessary to certify the nature and extent of costs incurred by CoB under this Agreement until the expiration of four (4) years after the termination or expiration of this Agreement. If CW carries out any of the duties or obligations contemplated by this Agreement through a contract or subcontract with a value of Ten Thousand and No/100ths Dollars (\$10,000.00) or more over a twelve (12) month period, that contract or subcontract shall require this same access to the books, documents, and records of that contractor or subcontractor.
- 17. Disclosure** - Any discounts or rebates issued by CW to CoB under this Agreement may constitute a discount within the meaning of 42 U.S.C. Section 1320a 7b(b)(3)(A) of the Social Security Act. CoB may have an obligation to report and appropriately reflect such discount on cost reports or claims submitted to any state or federal program, which provides cost or charge based reimbursement to CoB for the items to which the discount applies. Further, CoB shall retain invoices and other price documentation and make them available to federal or state officials upon request.
- 18. Subcontracting** - CW may subcontract to one or more persons or entities for the performance of CW's services covered by this Agreement with prior written approval of CoB or the applicable CoB affiliate(s). The subcontract shall not relieve CW of its obligation and liability under this Agreement, and all persons engaged in performing the services covered by this Agreement shall be deemed employees or agents of CW for the purposes of this Agreement. CoB reserves the right to terminate a subcontract should the performance of a subcontractor not meet the expectations of CoB, CoB affiliate(s), and/or this Agreement. No data or functions performed by CW, or any of its independent contractors, shall be exported or accessed outside the United States without the prior written consent of CoB.

19. **Non-Waiver** - No waiver of any of the provisions set forth in this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement. No waiver shall be binding unless executed in writing by the party making such waiver.
20. **Severability** - The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable in such jurisdiction, the remainder of such provision and the other provisions in this Agreement shall not be thereby affected and shall be given full effect, without regard to the invalid portion.
21. **Assignment** - CW may not assign or transfer this Agreement, in whole or in part, without the prior written consent of CoB, which shall not be unreasonably withheld or delayed. CoB may, after written notice but without CW's consent, assign or transfer this Agreement.
22. **Counterparts** - This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which together shall constitute a single instrument.
23. **Jury Trial Waiver** - Each party hereby irrevocably waives its rights to a trial by jury in any action or proceeding arising out of this Agreement or the transactions relating to its subject matter.

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City of Beaufort  
1911 Boundary Street  
Beaufort, SC 29902

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Tammie Hoy Hawkins  
Chief Executive Officer  
CommunityWorks  
100 West Antrim Drive  
Greenville, SC 29607

1. The first part of the paper discusses the importance of the study and the objectives of the research. It also provides a brief overview of the literature related to the topic.

2. The second part of the paper describes the methodology used in the study, including the data collection methods and the statistical analysis techniques. It also discusses the limitations of the study.

3. The third part of the paper presents the results of the study, including the descriptive statistics and the findings of the statistical analysis. It also discusses the implications of the results.

4. The fourth part of the paper discusses the conclusions of the study and provides recommendations for future research. It also includes a list of references and an appendix.

5. The fifth part of the paper is a summary of the main findings of the study and a final conclusion. It also includes a list of references and an appendix.

6. The sixth part of the paper is a list of references and an appendix.

7. The seventh part of the paper is a list of references and an appendix.



**CommunityWorks**

Building People & Places



## CITY OF BEAUFORT HOME BUYER ASSISTANCE PROGRAM

**Up to \$10,000 in down payment and/or closing cost assistance to qualified  
City of Beaufort Employees**

### **ELIGIBLE EMPLOYEES**

- City of Beaufort employees must be in good standing and have been employed past the probationary period
- City of Beaufort will provide forgivable loans of:
  - **Up to \$10,000** to be used for all or a portion of the down payment or closing costs for homebuyers with a household income at or below **200% AMI**;
- Secure a 30 year, fixed rate mortgage
- Invest a minimum of \$500 into the home purchase
- Attend an approved homebuyer education workshop

### **ELIGIBLE PROPERTIES**

- Properties within Beaufort County
- The home must be the buyer's principal residence.
- Monthly mortgage payment must be affordable (35% of monthly income or less)

### **ELIGIBLE LOAN TYPES**

- FHA, Conventional, USDA, or VA mortgage product

### **ELIGIBLE USES**

- Funds may be used for down payment and/or closing costs.
- The total of all mortgages on the property may not exceed 100% of appraised value
- Employees may not receive any funds back at the time of closing

### **TERMS**

- Funds will be released to the employee's attorney at closing
- Assistance will be secured by a promissory note and a mortgage lien on the property
- Assistance is a non-amortizing subordinate loan at 0% interest
- Down payment assistance loan amount will be forgiven over five years
- Loan balances for employees terminated from the City of Beaufort due to disability will be forgiven

### **FEE**

- A \$325 loan origination fee and applicable wiring fees will be due at closing

[COMMUNITYWORKSCAROLINA.ORG/LENDING/DOWN-PAYMENT-ASSISTANCE](http://COMMUNITYWORKSCAROLINA.ORG/LENDING/DOWN-PAYMENT-ASSISTANCE)

864-235-6331



Up to \$11,000 in down payment assistance is available to qualified  
homebuyers.

**EMPLOYER**

The employer must be a U.S. citizen or resident alien and must have  
been established in the United States for at least one year. The employer  
must also be a business that is not a government contractor or  
subcontractor. The employer must have a minimum number of employees  
and must be a business that is not a government contractor or  
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# **City of Beaufort**

## **EMPLOYER ASSISTED HOUSING BENEFIT PLAN DESCRIPTION**

### **Homebuyer Assistance Program**

#### **Proposal**

**[Date of Proposal]**

**THIS PROPOSAL CONTAINS SEVERAL DRAFT TEMPLATES AND FORMS FOR INFORMATIONAL PURPOSES. EMPLOYERS SHOULD REVIEW IT CAREFULLY AND UNDERSTAND THAT THEY MAY NOT BE VALID AND ENFORCEABLE IN ALL JURISDICTIONS OR APPROPRIATE FOR ALL EMPLOYERS.**

**EMPLOYERS DEFINE THE FEATURES OF THEIR INDIVIDUAL EAH BENEFIT PLAN. PROVISIONS ARE OFFERED BY WAY OF EXAMPLE. IN ALL CASES, ADDITIONAL TERMS WILL BE REQUIRED TO DESCRIBE EMPLOYER'S PLAN.**

**EMPLOYERS SHOULD CONSULT WITH LEGAL COUNSEL TO ENSURE THAT ALL TERMS AND CONDITIONS OF THE BENEFIT PLAN AND ALL FORMS USED TO ORIGINATE BENEFIT LOANS ARE APPROPRIATE, AND THAT ALL LEGAL INSTRUMENTS ARE COMPLETED CORRECTLY AND IN COMPLIANCE WITH APPLICABLE LAW**

**City of Beaufort**  
**Employer Assisted Housing Benefit Plan**

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## **1. OVERVIEW**

The City of Beaufort (CoB) and CommunityWorks (CW) have partnered together to provide affordable housing opportunities for employees of The City of Beaufort. The Employer-Assisted Housing Benefit Plan ("EAH Benefit Plan") will provide homebuyer education and financial assistance to help eligible employees purchase their first home.

The EAH Benefit Plan Description states all the terms and conditions of the program.

## **2. DEFINITIONS**

Below are definitions used throughout the Plan Description:

A "Forgivable Loan" is a loan that is forgivable over a period of time.

## **3. EAH BENEFITS**

CW will administer the program on behalf of CoB. CW will individually assess CoB employees to determine eligibility and mortgage readiness. If needed, CW will perform a Financial Assessment and develop an action plan for employees to overcome financial barriers preventing them from obtaining affordable housing. Through a variety of partnerships, CW will connect employees with access to a HUD certified housing counseling agency headquartered in that provides either in-person or online homeownership training and counseling.

CoB will provide forgivable loans of up to \$10,000 to be used for all or a portion of the down payment or closing costs. The loan will be at 0% interest over five years. The loan will be forgiven under the following conditions: the employee maintains ownership of the property and continues to work at CoB over the five-year period. The loan is forgiven 20% annually. There will be no monthly repayment of the loan.

## **4. ELIGIBLE EMPLOYEES**

### **4.1. All Benefits**

- Employees must be employed full-time at CoB
- Employees must be employed a minimum of 90 days or completed their probationary period.
- Employee must be in good standing.
- Employees must not have a household income that exceeds 200% of the area median income (AMI). See attached chart.
- Employee must invest a minimum of \$500 into the purchase of the home.
- Participate in a HUD-certified homeownership course and/or coaching sessions.

## **5. ELIGIBLE PROPERTIES AND MORTGAGES**

### **5.1 Eligible Properties**

- The property must be single-family dwelling to be a primary residence.
- The property must be located within Beaufort County.
- The property must be in good condition and ready for occupancy within 90 days of loan closing.

### **5.2 Eligible Mortgages**

- Employee must obtain a first mortgage from an approved lender.
- The mortgage must be a reasonable fixed rate amortizing loan.
- The monthly mortgage payment cannot exceed 35% of monthly income.

## **6. APPLYING FOR EAH BENEFIT**

### **6.1 Application**

- Contact CommunityWorks to start application process.
- Attend homebuyer education workshop.
- Obtain pre-approval for a mortgage loan.
- Obtain a fully executed Property Purchase Contract.
- Employee's lender must complete CW online application.

### **6.2 Application Fee**

- A \$325 origination and wiring fee will be at closing. The application fee will be paid from the loan closing proceeds.

### **6.3 Deadlines**

- Applications for assistance must be received at least 30 days prior to projected loan closing.
- Funds will be approved and disbursed on a first come, first serve basis.

### **6.4 EAH Forgivable Loan Application Decision**

- The Human Resources Department will verify employee eligibility
- Approval of applications is subject to the availability of funds. Funds will be disbursed on a first-come, first-serve basis.
- The employee will be notified of the loan decision in writing.

### **6.5 Limitation on CoB Liability**

- CoB is not responsible for any delays in closings or loss of mortgage commitment in the case of employee failure to complete EAH Application or denial of application.
- CoB is not responsible for any direct, indirect, or consequential losses, damages or expenses arising from any Application that does not comply with this plan.

## **7. EAH FORGIVABLE LOAN TERMS**

### **7.1 Permissible Purposes**

- CoB provides the EAH benefit to assist employees with purchasing their first home.
- The Employees may use the forgivable loan for down payment and/or closing cost.

### **7.2 Maximum Forgivable Loan Benefit Amount**

- The maximum amount available to an individual employee is a \$10,000 forgivable loan forgiven over five years.

### **7.3 Terms of Forgivable Loan**

- Employees must invest a minimum of \$500.

### **7.4 Security**

- The EAH forgivable loan will be secured with a subordinate mortgage on the purchased property. This mortgage will be executed at the loan closing.
- The forgivable loan is forgiven over five years as long as the employee continues to occupy the home.

### **7.5 Sale or Transfer of Eligible Property**

- If an employee sells or transfers the property before the end of the five years, they will be required to repay the forgivable loan's remaining balance.

### **7.6 Termination**

- If the employee is terminated either voluntarily or involuntarily, a portion or all of the remaining unforgiven loan balance may be forgiven at Human Resources' discretion.

**8. CLOSING**

- The forgivable loan funds will be disbursed directly to the closing attorney and used to pay down payment and closing costs.
- It is the employee's responsibility to meet all of the loan application deadlines to ensure the timely disbursement of funds.

**9. TAXES**

- The employee may be subject to pay taxes on the annual forgivable portion of the loan.
- Employees should consult with their tax advisor to determine income tax liability resulting from the EAH benefit.

**10. EAH BENEFIT PLAN ADMINISTRATION**

- CoB Human Resource Department will verify employee eligibility.
- CW will administer the program by performing application intake, coordinating training, approving eligible applications, and scheduling closing procedures.

