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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**  
**July 13, 2021**

**STATEMENT OF MEDIA NOTIFICATION**

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

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

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

**I. CALL TO ORDER**

A. Stephen D. Murray III, Mayor

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

A. Mayor Pro Tem, Mike McFee

**III. PUBLIC COMMENT**

**IV. PUBLIC HEARING**

A. Public Hearing on the Closeout of the Mossy Oaks Basin 2 Drainage Project Grant by Lowcountry Council of Governments

**V. MINUTES**

A. Worksession and Regular Meeting - June 22, 2021

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

- A. Street Closure request from Grounded Running for the Helping Heroes 5k Run/Walk on Saturday, November 13, 2021
- B. Street Closure request from Child Evangelism Fellowship to host a 5k Run/Walk event on Saturday, January 22, 2022
- C. Permission to host the 2021 Beaufort Shrimp Festival in the Henry C. Chambers Waterfront Park, October 1 - 2, 2021, host the Run Forrest Run 5k Run/Walk on Saturday, October 2nd, and request waivers for the sale of alcohol, open container, noise ordinances, street closures, and permission for parking passes
- D. Authorization to allow City Manager to enter into a Lease Agreement with Oliver's Clean Burn, LLC for Lot 17 in the Commerce Park
- E. Authorization to allow the City Manager to enter into an Easement Agreement for property located at 260 Sea Island Parkway - Airport Frontage Road and to authorize

the release of committed fund balance of \$95,000

**VIII.REPORTS**

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

**IX. ADJOURN**



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

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**TO:** CITY COUNCIL **DATE:** 6/14/2021  
**FROM:** Kathy Todd  
**AGENDA ITEM TITLE:** Public Hearing on the Closeout of the Mossy Oaks Basin 2 Drainage Project Grant by Lowcountry Council of Governments  
**MEETING DATE:** 7/13/2021  
**DEPARTMENT:** Finance

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*BACKGROUND INFORMATION:*

Barbara Johnson with Lowcountry Council of Governments has requested a Public Hearing as part of the Grant Close out process on the Mossy Oaks Basin 2 Drainage Project.

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*PLACED ON AGENDA FOR: Action*

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Letter	Backup Material	6/21/2021

**PUBLIC NOTICE**  
**City of Beaufort**  
**Community Development Block Grant**  
**Public Hearing Concerning Program Performance**  
**and Accomplishments**

NOTICE IS HEREBY GIVEN that on July 13, 2021 at 7:05 p.m. the City of Beaufort will hold a virtual public hearing to review program performance and accomplishments conducted under a Community Development Block Grant (CDBG) project known as CDBG Project # 4-CI-18-002 City of Beaufort Mossy Oaks Drainage Project, wherein the following activities were undertaken: The City of Beaufort expended \$1,000,000 in CDBG funds and approximately \$400,000 in local funds to upgrade the existing drainage system in the Mossy Oaks area of the City of Beaufort. As proposed, this project benefitted approximately 1,250 persons, 60.8% considered low-to-moderate.

This public hearing will be held in the City of Beaufort Council Chambers at 1911 Boundary Street, Beaufort, SC 29902, and you can view the meeting live via Facebook at the City's page ([www.facebook.com/CityBeaufortSC/](http://www.facebook.com/CityBeaufortSC/)).

This public hearing and the matters to be discussed are subject to the provisions of the City of Beaufort's Citizen Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of the City of Beaufort in the planning and implementation of community and economic development projects which will involve CDBG funds. The Citizen Participation Plan is available for review at 1911 Boundary Street, Beaufort, SC, between the hours of 9:00 a.m. – 5:00 p.m., Monday through Friday. Persons with questions or comments concerning the public hearing or the Citizen Participation Plan may contact Barbara A. Johnson, Lowcountry Council of Governments, PO Box 98, Yemassee, SC 29945, (843) 726-5536.

The City of Beaufort does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Ivette Burgess, 1911 Boundary Street, Beaufort, SC (843) 525-7024, has been designated to coordinate compliance with the nondiscrimination requirements contained in the U. S. Department of Housing and Urban Development's regulations.

*Note: Assistance will be provided to accommodate the special needs of disabled and/or LEP persons, upon request.*

*Nota: Se proporcionará asistencia para acomodar las necesidades especiales de las personas con discapacidad y / o LEP, previa solicitud.*



# City Council Worksession

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

June 22, 2021

### **I. CALL TO ORDER**

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**6:02 PM**

Mayor, Stephen D. Murray III

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

### **II. 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) (1) of the South Carolina Code of Law: Discussion regarding Personnel - Administration.
- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding - Contracts and Agreements.
- C. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of Legal Advice regarding Legal Issues, Agreements and Lawsuits.

Councilman Cromer made a motion to come out of Executive Session and seconded by Mayor Pro Tem, McFee.

Mayor Murray reported that City Council has agreed to accept a letter from the Beaufort Regional Chamber of Commerce, dated June 10, 2021, as their official notice to the city that festivals are no longer a part of their Strategic Plan. They will be transferring to the city all rights to produce the Shrimp Fest and A Taste of Beaufort. This conforms to the Settlement Agreement that was reached in September 2018.

It is our understanding that the Chamber will be cooperating with the city in the production of both of these events.

### **III. ADJOURN**

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**7:14 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). Audio recordings are available upon request by contacting the City Clerk, Traci Guldner at 843-525-7024 or by email at [tguldner@cityofbeaufort.org](mailto:tguldner@cityofbeaufort.org).



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

June 22, 2021

**I. CALL TO ORDER**

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**7:15 PM**

Stephen D. Murray III, Mayor

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

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

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Mayor Pro Tem, Mike McFee

**III. PUBLIC COMMENT**

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No public comment.

**IV. MINUTES**

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A. Worksession and Regular Meeting - June 8, 2021

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Cromer.

Minutes approved as presented.

**V. OLD BUSINESS**

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A. Ordinance adopting the FY-2022 Budget - 2<sup>nd</sup> Reading

Motion to approve was made by Councilman Cromer and seconded by Mayor Pro Tem, McFee.

Kathy Todd, Finance Director, stated that there was a correction made since 1<sup>st</sup> Reading. Under Section 2, City Operations millage should have been 57.70 instead of 57.77.

Approval was unanimous.

**VI. NEW BUSINESS**

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A. Request for Co-Sponsorship from Friends of the Library for use of the Waterfront Park Pavilion for their Annual Book Sale, November 4 - 7, 2021

Motion to approve was made by Councilman Cromer and seconded by Mayor Pro Tem, McFee.

Linda Roper, Downtown Operations and Community Services Director and Lolita Huckaby with Friends of the Library, gave an overview of the event.

Approval was unanimous.

B. Street Closure request from Holy Trinity School to host Swing Bridge 5k Run/Walk event on Saturday, October 16, 2021

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Cromer.

Linda Roper, Downtown Operations and Community Services Director, introduced Celeste Pruitt with Holy Trinity Classical Christian School. She then gave an overview of the event.

Approval was unanimous.

C. Request from Downtown Beaufort Merchants Association for waiver of open container, drinking in public, loud and unseemly noise ordinances, and permission to serve alcohol on Saturday, August 28, 2021, for the Watermelon Crawl Sip and Stroll

Motion to approve was made by Councilman Cromer and seconded by Mayor Pro Tem, McFee.

Linda Roper, Downtown Operations and Community Services Director, gave an overview of the event on behalf of Scott Lee, President of the Downtown Beaufort Merchants Association.

Approval was unanimous.

D. Ordinance consenting to the inclusion of certain property in a Joint County Industrial Park with the City of Beaufort; Approving certain Intergovernmental Agreements by and between the City of Beaufort and Beaufort County - 1<sup>st</sup> Reading

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Cromer.

Kathy Todd, Finance Director, stated that Beaufort County had created and adopted a MCIP (Multi-County Industrial Park) Ordinance. Two projects are located in the City of Beaufort. Project Garden and Project Glass. This Ordinance authorizes the City Manager to execute the Intergovernmental Agreements with Beaufort County for both projects.

Approval was unanimous.

## VII. REPORTS

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### City Manager's Report

Mr. Prokop congratulated Councilman Lipsitz and Councilman Mitchell on being accepted to Leadership Beaufort Class of 2022.

The City of Beaufort was awarded a \$50,000 PARD (Park and Recreation Development) Grant from the Legislative Delegation. These funds will be used to purchase benches, swings, and trash cans for the Southside Park. He thanked Deborah Johnson and Linda Roper for preparing the grant.

Stated that Reserve Firefighter signs have gone up in front of the fire stations for their recruitment drive.

First Friday will be held on July 2, 2021. The streets will not be closed for this event.

Reported that the State of South Carolina has not yet requested the American Rescue Plan funds from the Federal Government and read an article from the South Carolina Arts Alliance.

Lastly, he urged residents to please be very patient while the transition takes place from Waste Pro to Capital Waste Services for solid waste collection. The new start date for Capital Waste Services is now June 28, 2021, instead of July 1, 2021, as Waste Pro began picking up their receptacles ahead of schedule.

### **Mayor's Report**

Mayor Murray was honored to have been able to participate in Morning Colors and Recruit Graduation at Parris Island. He thanked the Military Enhancement Committee for the opportunity.

Reported that the Beaufort County Economic Board of Directors met last week and authorized incentives for Project Legacy. This will bring 150 jobs to the area. They also authorized staff to apply for a Site Improvement Grant through the Department of Commerce.

Stated how important it is that leaders protect the natural habitats of the region after attending an event in Charleston. The event was hosted by the Coastal Conservation League about the migration of Shorebirds to the area.

University of South Carolina Beaufort's Reconstruction Institute launched their Free and Equal interactive Reconstruction Era App. It gives you a guided tour around the Sea Islands.

There will be a Grand Opening/Ribbon Cutting at Balance Barre and Fitness on Wednesday, June 23, 2021. The location is 2121 Boundary Street in the Beaufort Towne Center and will start at 4pm.

Wished everyone a happy and safe 4<sup>th</sup> of July.

### **Councilman Lipsitz**

Nothing to report.

### **Mayor Pro Tem, McFee**

Nothing to report.

### **Councilman Mitchell**

Gave an update on the Charles Lind Brown Community Center. He reported that County Administrator Eric Greenway attended the last meeting and may become a member of the Task Force. They were able to visit the center as well. He stated their next meeting will be on June 29, 2021, and that they are working on a survey for distribution.

Reported that he is working with County Councilman York Glover, and Councilman Paul Sommerville about getting the Green Street Swimming Pool named after Alvin Settles. Mr. Settles taught individuals how to swim at the pool for over 30 years.

### **Councilman Cromer**

Reported that he and Councilman Lipsitz attended the unveiling of the Blue Channel Seafood Historical Marker in Port Royal. The Beaufort County Historical Society will also be dedicating two more markers in the near future. One will be placed in Pigeon Point for an Italian Prisoner of War Camp in WWII, and the other at the Carnegie Building on Craven Street.

## **VIII. ADJOURN**

**7:56 PM**

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

All in favor.

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DRAFT



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

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**TO:** CITY COUNCIL **DATE:** 7/7/2021  
**FROM:** Linda Roper, Downtown Operations and Community Services Director  
**AGENDA ITEM TITLE:** Street Closure request from Grounded Running for the Helping Heroes 5k Run/Walk on Saturday, November 13, 2021  
**MEETING DATE:** 7/13/2021  
**DEPARTMENT:** Downtown Operations

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*BACKGROUND INFORMATION:*

Request is being made by Benjamin Whitmore. This is a benefit for the Gary Sinise Foundation.

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*PLACED ON AGENDA FOR:* Action

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Letter of Intent	Backup Material	7/7/2021



# 5K RUN/WALK APPLICATION

City of Beaufort – Downtown Operations & Community Services

Attn: Rhonda Carey, Events & Tour Coordinator

500 Carteret Street, Suite B2, Beaufort, South Carolina, 29902

Phone: (843) 379-7063 / Email: [rcarey@cityofbeaufort.org](mailto:rcarey@cityofbeaufort.org) | [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

To be filed **NOT LESS** than 90 days before event

- **Fee:** \$25.00 non-refundable application fee is payable when the application is submitted
- **Run/Walk Route:** City of Beaufort has a standard route in place that everyone must follow

Name of Applicant: Benjamin M. Whitmore

Address: 2106 Sunfish Court, Beaufort, SC 29902 Phone # (814)-596-8856

Email: benjamin.whitmore@yahoo.com

Name of Sponsoring Organization: Grounded Running

Address: \_\_\_\_\_

Date of 5K run/Walk: 11/13/2021

Time 5K Run/Walk will Begin: 0800 5K Run/Walk will Terminate: 0900

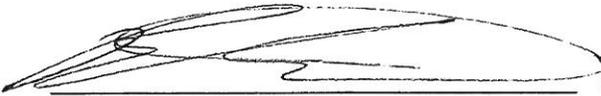
Time 5K Run/Walk Line-Up Begins: 0750 Location(s) of Line-Up Area(s): 1001 Bay Street

Approximate Number of Persons, Animals in the 5K Run/Walk: 150

5K Run/Walk will Occupy All of the Width of the Streets to be Traversed Yes

5K/ Run/Walk will Occupy Only a Portion of the Width of the Streets to be Traversed No

**NOTE:** IF THE 5K RUN/WALK IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant:  Date: 06/06/2021

**OFFICE USE ONLY:** Application Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_

Receipt #: \_\_\_\_\_ Approved By: \_\_\_\_\_

# Helping Heroes 5K

*Benefitting the Gary Sinise Foundation*

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To whom it may concern,

I am writing this in the hopes to receive the Beaufort City Council's approval for a benefit 5K run. I have titled the run the Helping Heroes 5K with the sole beneficiary being the Gary Sinise Foundation. The date for the run will be November 13, 2021 at 0800 and will travel what I have been told is the normal certified 5K course over the Woods Memorial Bridge. The race is set up for live sign-ups on Runsignup.com and the timing will be done by Tim Waz of Grounded Running. I have been in contact with the Gary Sinise Foundation and have received their ok to move forward as well as receiving merchandise from the foundation to pass out to runners and donors. I can provide information regarding the donation site which is also attached to the race if requested.

Here is a little background on myself so you may have a better idea why I am putting on this benefit run. I have been running for charities since 2008, starting with Team Cure Challenge (now Team Roswell) which is a charity for a cancer research hospital where I received my treatment. I just recently ran my 15<sup>th</sup> full marathon in Myrtle Beach to support them. Beyond that I have been in Law Enforcement for nearly 18 years and have run countless different distance runs for multiple charities. Furthermore, my father is retired military and my eldest son is a Marine stationed in Iwikuni, Japan leading me to continue charity runs for armed forces beneficiaries.

I have for a long time wanted to host my own charity benefit run and after transferring to Beaufort for my position with the Beaufort Police Department this really seems like the perfect area to make that happen. I have been a supporter of the Gary Sinise Foundation for many years and could not think of a better beneficiary for a run in Beaufort. I hope that I can receive the City Council's approval in this endeavor.

Respectfully Yours,

Benjamin M. Whitmore

(814) 596-8856

[bwhitmore@cityofbeaufort.org](mailto:bwhitmore@cityofbeaufort.org)

[Benjamin.whitmore@yahoo.com](mailto:Benjamin.whitmore@yahoo.com)



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

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**TO:** CITY COUNCIL **DATE:** 7/7/2021  
**FROM:** Linda Roper, Downtown Operations and Community Services Director  
**AGENDA ITEM TITLE:** Street Closure request from Child Evangelism Fellowship to host a 5k Run/Walk event on Saturday, January 22, 2022  
**MEETING DATE:** 7/13/2021  
**DEPARTMENT:** Downtown Operations

---

*BACKGROUND INFORMATION:*

Request is being made by Saul Marcos Garcia.

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*PLACED ON AGENDA FOR:* Action

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Application	Backup Material	7/7/2021



# 5K RUN/WALK APPLICATION

City of Beaufort – Downtown Operations & Community Services

Attn: Rhonda Carey, Events & Tour Coordinator

500 Carteret Street, Suite B2, Beaufort, South Carolina, 29902

Phone: (843) 379-7063 / Email: [rcarey@cityofbeaufort.org](mailto:rcarey@cityofbeaufort.org) | [www.cityofbeaufort.org](http://www.cityofbeaufort.org)

To be filed **NOT LESS** than 90 days before event

- **Fee:** \$25.00 non-refundable application fee is payable when the application is submitted
- **Run/Walk Route:** City of Beaufort has a standard route in place that everyone must follow

Name of Applicant: Saul Marcus D. Garcia

Address: 25 Parris Island Gateway Lot #2 Phone # 843-295-9834

Email: SaulFarias96@yahoo.com

Name of Sponsoring Organization: Child Evangelism Fellowship (CEF)

Address: 5467 N Okatie Highway Ridgeland, SC 29936

Date of 5K run/Walk: 01/22/2022

Time 5K Run/Walk will Begin: 08:00 AM 5K Run/Walk will Terminate: 11:00 AM

Time 5K Run/Walk Line-Up Begins: 07:50 Location(s) of Line-Up Area(s): 1010 Bay St Beaufort, SC 29902

Approximate Number of Persons, Animals in the 5K Run/Walk: 300

5K Run/Walk will Occupy All of the Width of the Streets to be Traversed \_\_\_\_\_

5K/ Run/Walk will Occupy Only a Portion of the Width of the Streets to be Traversed \_\_\_\_\_

**NOTE:** IF THE 5K RUN/WALK IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant:  Date: 06/18/2021

**OFFICE USE ONLY:** Application Received By: \_\_\_\_\_ Date Received: \_\_\_\_\_

Receipt #: \_\_\_\_\_ Approved By: \_\_\_\_\_



Since 1937

**CEF**  
CHILD EVANGELISM  
FELLOWSHIP®

*Reaching children worldwide™*

**Saul Marcos Garcia, Board Member**

**CEF of the Lowcountry**

**5467 N. Okatie Hwy.**

**Ridgeland, SC 29936**

Dear Ms. Roper,

Thank you so much for your time and suggestions. Below is a brief synopsis of our ministry and a short breakdown of our expenses:

- CEF of the Lowcountry is a volunteer children's ministry similar to Vacation Bible School. We concentrate on setting up after school programs in our Lowcountry public elementary schools, homes, community centers, churches, anywhere where children can easily gather in a safe environment with their parents' permission. These groups are called Good News Clubs. All of the volunteer teachers are CEF trained and must have a background check.
  - CEF was founded in 1937 by Reverend Jesse Irvin Overholtzer. As a pastor, Mr. Overholtzer read a statement from Charles Spurgeon's sermons which stated, "A child of five, if properly instructed can as truly believe and be regenerated as an adult." Eighty-four years later CEF has a ministry presence in all fifty states and every country except North Korea!
  - Children today face an increasingly dangerous and hopeless world. Unchurched families in every country-and even locally in our community have no legacy of faith to pass on to their children. They do not know the reason for our hope. Our mission as a nonprofit ministry is to reach every child with the gospel of Jesus Christ.
- ✓ Expense Breakdown: CEF of the Lowcountry pays two staff members, monthly office rental, Good News Club curriculum, Beaufort County Schools Facility Use Rent for each school, and we also purchase a Children's Action Bible for every student who enrolls.

Thank you for your time and consideration for our non-profit organization.

Sincerely,

Saul Marcos Garcia



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

---

**TO:** CITY COUNCIL **DATE:** 7/7/2021  
**FROM:** Linda Roper, Downtown Operations and Community Services Director  
**AGENDA ITEM** Permission to host the 2021 Beaufort Shrimp Festival in the Henry C. Chambers  
**TITLE:** Waterfront Park, October 1 - 2, 2021, host the Run Forrest Run 5k Run/Walk on  
Saturday, October 2nd, and request waivers for the sale of alcohol, open container,  
noise ordinances, street closures, and permission for parking passes  
**MEETING**  
**DATE:** 7/13/2021  
**DEPARTMENT:** Downtown Operations

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*BACKGROUND INFORMATION:*

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*PLACED ON AGENDA FOR:* Action

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Letter of Intent	Backup Material	7/7/2021



# CITY OF BEAUFORT

## MEMORANDUM

TO: William Prokop, City Manager  
City Council

FROM: Linda Roper, Dir. Downtown Operations & Community Service

DATE: July 7, 2021

SUBJECT: Request for permissions related to the production and hosting of the 2021 Beaufort Shrimp Fest – October 1<sup>st</sup> and 2<sup>nd</sup>, 2021 at Henry C. Chambers Waterfront Park Downtown Beaufort



- 
1. Permission to host the 2021 Beaufort Shrimp Fest in the Henry C. Chambers Waterfront park. Friday October 1- Saturday October 2, 2021.
  2. Permission for alcohol sales, (beer and wine only), and to allow open alcohol containers in the park during the festival from 5pm-10pm Friday October 1, 2021 until 8pm Saturday October 2, 2021. A temporary Special Event beer and wine license from the South Carolina Department of Revenue Alcohol and Beverage licensing department will be applied for.
  3. Permission to host the Run Forrest Run 5K Bridge Run/Walk Saturday, October 2, 2021 and to close streets to accommodate the event for the route, which is identical to the route used during this event in 2021. The route is as follows: Start/Finish line at Freedom Mall down Bay Street, crossing the Woods Memorial Bridge to Lady's Island, down Meridian Road the reverse of the same rout back to Freedom Mall. All street closures and related controls will be coordinated with the City of Beaufort Police Department, Beaufort County Sheriff's Department, SC DOT, and the Bridge section of the Seventh Coast Guard District.
  4. Permission for street closures at the following times, days, and locations: One direction of Charles Street Extension on Friday October 1, 2021 8am-11pm, and Saturday October 2, 2021 8am-10pm to allow loading and unloading of equipment for entertainment, craft, and food vendors. Vehicles will be required to move their vehicles to an appropriate parking spot after loading/unloading. The other lanes of Charles Street Extension will be used for Emergency Vehicles.

5. Permission to issue complimentary parking passes to paid sponsors to fulfill the benefit commitment of their sponsorship packages, as well as a limited number of parking passes, not to exceed (6), which will be used to support event operations.
6. Permission to host an arts & crafts market on the green area at the west end of Henry C. Chambers Waterfront park across from the Downtown Marina Store on Friday October 1, 2021 12pm-10pm and Saturday October 2, 2021 from 11am-6pm.



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

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**TO:** CITY COUNCIL **DATE:** 7/7/2021  
**FROM:** Bill Prokop, City Manager  
**AGENDA ITEM TITLE:** Authorization to allow City Manager to enter into a Lease Agreement with Oliver's Clean Burn, LLC for Lot 17 in the Commerce Park  
**MEETING DATE:** 7/13/2021  
**DEPARTMENT:** City Managers Office

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*BACKGROUND INFORMATION:*

Lease agreement is for a period of 5 years, being July 1, 2021.

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*PLACED ON AGENDA FOR:* Action

**REMARKS:**

**ATTACHMENTS:**

Description	Type	Upload Date
Lease Agreement	Backup Material	7/7/2021

## **LEASE AGREEMENT**

**This Lease agreement  
dated this 1st day of July  
2021**

**BETWEEN:**

**City of Beaufort  
Lessor**

**And**

**Oliver's Clean Burn,  
LLC  
Lessee**

## LEASE AGREEMENT

This LEASE AGREEMENT (this "*Agreement*"), dated as of July 1<sup>st</sup>, 2021 (the "*Effective Date*"), is entered into by and between the CITY OF BEAUFORT ("City"), as lessor ("C&S"), and Oliver's Clean Burn, LLC, Lessee ("Oliver's").

*WHEREAS*, the City is the owner of that certain parcel of property, together with all improvements located thereon, located in the City of Beaufort, County of Beaufort, State of South Carolina, and more particularly described on Exhibit A (known also as Lot 17 which is a 5 acre wooded lot located to the immediate East of the existing Clean Burn Facility) attached hereto and made a part hereof (the "*Leased Property*");

*WHEREAS*, Oliver's and the City wish to enter into an Agreement for Lease pursuant to which Oliver's agrees to lease the Leased Property from the City for a period of 5 years in exchange for maintenance services provided to what is commonly known as Commerce Park.

*NOW THEREFORE*, for and in consideration of the mutual promises herein contained, Oliver's and the City hereby agree as follows:

### ARTICLE I

#### DEFINITIONS; RULE OF CONSTRUCTION

Section 1.01 *Definitions*. The following terms will have the meanings specified below, unless the context clearly requires otherwise:

*"Agreement"* means this Agreement, including the Exhibits attached to this Agreement, as amended, modified or supplemental from time to time in accordance with the terms of this Agreement.

*"Effective Date"* means July 1<sup>st</sup>, 2021

*"Lease Term"* means the term of this Agreement as determined pursuant to Article V of this Agreement.

"Lease Year" means, initially, from the Effective Date through June 30, 2021, and thereafter, means each twelve-month period commencing on June 30<sup>th</sup> of each year and ending on the immediately succeeding June 30<sup>th</sup> of the following year until the termination of this Agreement.

Section 1.02 *References*. All references to articles or sections are references to articles or sections of this Agreement, unless the context clearly indicates otherwise.

## ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01 the City representations, covenants and warrants for the benefit Oliver's as follows:

(a) The City is a duly organized municipality created under the laws of the State of South Carolina, has the requisite power to carry on its present and proposed activities, and has full power, right and authority to enter into this Agreement, and to perform each and all of the obligations of the City provided herein.

(b) This Agreement is a legal, valid and binding obligation and agreement of the City of Beaufort, enforceable against Oliver's in accordance with its terms.

(c) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which the City is now a party or by which Oliver's is bound, or constitutes a default under any of the foregoing.

(d) To the knowledge of the City of Beaufort, there is no litigation or proceeding pending or threatened against Oliver's (or against any other person) affecting the rights of the City of Beaufort to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither the execution and delivery of this Agreement by the City of Beaufort, nor compliance by the City of Beaufort with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

## ARTICLE III DEMISE; LEASE PAYMENTS

Section 3.01 *Lease Agreement*. The City hereby leases the Leased Property to Oliver's, and Oliver's hereby leases the Leased Property from the City in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

Section 3.02 *Lease Term*. In consideration for Oliver's rights to use the Leased Property during the Lease Term and Oliver's maintenance of Commerce Park to include keeping the landscaping neat and tidy as well as free from debris. The area requiring landscaping and debris removal include Schwartz Road, Schein Loop, and Schork Road. This lease agreement also takes into account that Oliver's will use the leased property for debris collection and processing, for the benefit of the City of Beaufort in the event of a destructive weather event or other event with similar impacts.

ARTICLE IV  
LEASE TERM

Section 4.01 *Lease Term*. The Lease Term shall commence on the Effective Date and end on June 30, 2026.

Section 4.02 *Termination*. The Lease Term shall terminate upon the earliest to occur of the following:

- (a) Oliver's is unable to leverage the 5 leased acres for the purpose of debris collection and processing following a destructive weather event or some other event with similar effects.
- (b) Oliver's fail to maintain appropriate insurance on the leased property.

ARTICLE V  
QUIET ENJOYMENT; LANDLORD OBLIGATIONS; TENANT OBLIGATION

Section 5.01 *Quiet Enjoyment*. The City hereby covenants that Oliver's shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the City, except as expressly required or permitted by this Agreement or by laws, regulations or policies that govern the City in the performance of their duties. The City shall not interfere with Oliver's quiet use and enjoyment of the Leased Property during the Lease Term.

Section 5.02 *The City's Obligations*. During the term of this Agreement, the City shall be responsible for the following (collectively, *City Obligations*):

- (a) Property Taxes. Oliver's will not be responsible for property taxes given the nature of this agreement.

Section 5.03 *Tenant Obligations; Limitations*. During the term of this Agreement, the Oliver's shall be responsible for, and its occupancy subject to, the following:

- (a) **Management**. Oliver's shall be responsible for performing all tasks and functions associated with ownership and management of the Leased Property.
- (b) **Utilities**. Oliver's is responsible for all utilities serving the leased property.
- (c) **Use**. The Leased Property, will be used by Oliver's for uses associated with the clean burn facility. Any other uses must be approved in writing by the City.
- (d) **Environmental Issues**: Oliver's shall not allow any contaminants or toxic material to be stored on the property without being enclosed in a secure facility. Oliver's shall not deposit onto the Leased Property, or any surrounding property, any liquid or other material that contains contaminants or toxic material, or that is not environment friendly. The release by Oliver's of any contaminants, toxic or other similar material or liquid onto the property shall be an event of default of this agreement. Upon termination of this Lease

Agreement, and before relinquish of possession of the property, Oliver's shall provide to the City a certificate from a certified environmental inspector that the property is free of contaminants or other toxins. Oliver's has the duty to remove and remediate, at its sole expense, any contamination or other toxins introduced to the property during the term of this agreement, and to indemnify and hold the City harmless from all damages, claims, actions or enforcement as a result thereof, including reasonable attorney's fees and costs.

## ARTICLE VI INSURANCE AND CONDEMNATION PROCEEDS

Section 6.01 *Insurance*: During the period of Lease Payments, Oliver's will maintain a comprehensive general liability insurance policy with an A+ rated company with coverage in the amount of \$1,000,000, with the City listed as an additional named insured. Oliver's will provide to the City a copy of each year's renewal of this insurance policy. Failure to maintain continuous insurance coverage as stated above shall be an event of Default.

Section 6.02 *Proceeds*. If, during the term of this Agreement, (i) the Leased Property or any portion thereof shall be destroyed (in whole or in part), or be damaged in any way by any casualty, Oliver's and the City will jointly pursue reimbursement from their respective insurance companies. Any payments for the destruction of the unimproved property will be made to the City. Any payments made for damaged or destroyed improvements or items on the property will be made to Oliver's.

## ARTICLE VII DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 7.01 *Disclaimer of Warranties*. The City makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for a particular use of the Leased Property or any part thereof or any other representation or warranty with respect to the Leased Property or any part thereof. In no event shall the City be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Leased Property as provided in this Agreement.

## ARTICLE VIII SUBLEASING, ASSIGNMENT, AND INDEMNIFICATION

Section 8.01 *Oliver's Subleasing and Assignment*. Oliver's may not sublease the Leased Property, in whole or in part, or assign any of its rights or obligations under this Agreement, without the prior written consent of the City and upon such terms and conditions acceptable to the City.

Section 8.02 *Liability of the City*. The parties agree and intend that the City shall not be liable for any actual costs, liabilities and expenses incurred as a result of claims, by or on behalf of any person, firm, corporation or other legal entity, arising from the operation or management of the Leased Property during the Lease Term, including any claim or liability arising from any act of negligence of Oliver's or any of its agents, contractors or employees or any violation of law by

Oliver's or breach of any covenant or warranty by Oliver's under this Agreement. If any claim against the City is not covered by the insurance required by Section 7.01, Oliver's agrees to defend, indemnify and hold the City harmless from such claim or liability, including reasonable attorney's fees.

## ARTICLE IX EVENTS OF DEFAULT

Section 9.01 *Events of Default*. The following shall be "*Events of Default*" under this Agreement and the term "*Default*" shall mean, whenever such term is used in this Agreement, any one or more of the following events:

(a) Failure by Oliver's to observe and perform any covenant, condition or agreement on its part to be observed or performed (other than as described in (a) above) for a period of 30 days after written notice specifying such failure and requesting that such failure be remedied shall have been given to Oliver's by the City, unless the City shall agree in writing to an extension of such time prior to its expiration; *provided, however*, if the failure stated in the notice cannot be corrected within the applicable period, the City shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Oliver's within the applicable period and diligently pursued until such failure is corrected; or

(b) The dissolution or liquidation of Oliver's or the voluntary initiation by Oliver's of any proceeding under any federal or State law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against Oliver's of any such proceeding which shall remain undismissed for sixty (60) days, or the entry by Oliver's into an agreement of composition with creditors or Oliver's failure generally to pay its debts as they become due.

Section 9.02 *Remedies on Default*. Whenever any Event of Default shall have happened and be continuing, the City may take one or any combination of the following remedial steps:

(a) Terminate this Agreement and all obligations of the City hereunder, including eviction (if necessary) Oliver's from the Leased Property or any portion thereof and re-lease the Leased Property or any portion thereof; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Oliver's under this Agreement.

Section 9.03 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to the City is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.04 *Waivers*. If any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

Section 9.05 *Agreement to Pay Attorneys' Fees and Expenses*. If either party to this Agreement shall default under any provision under this Agreement and the non-defaulting party shall employ attorneys or incur other expenses for the collection of any payments due under this Agreement, or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party contained in this Agreement, the defaulting party agrees that it shall pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

## ARTICLE X MISCELLANEOUS

Section 10.01 *Notices*. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered in person or by nationally recognized courier or mailed by certified mail, postage prepaid, addressed as follows:

To City:

The City of Beaufort  
Attn.: William A. Prokop  
1911 Boundary Street  
Beaufort, SC 29901

Along with a copy to (City's Attorney):

Harvey & Battey, P.A.  
Attn.: William B. Harvey, III  
P.O. Box 1107  
Beaufort, SC 29901

To Oliver's :

Oliver's Clean Burn,  
LLC  
Attn: Colleen Oliver  
843.846.0505  
39 Schwartz Road  
Beaufort, SC 29906

Section 10.02 *Binding Effect*. This Agreement shall inure to the benefit of and shall be binding upon the City and Oliver's, and their respective successors and assigns.

Section 10.03 *Amendments, Changes and Modifications.* This Agreement may not be amended, modified or supplemented except by written agreement executed by Oliver's and the City.

Section 10.04 *Payments Due on Holidays.* If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment shall be made or act performed or right exercised on the next preceding day that is a Business Day.

Section 10.05 *Severability.* If any provision of this Agreement, other than the requirement of the City to provide Oliver's City quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 10.06 *Execution in Counterparts.* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.07 *Governing law.* The parties intend that this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 10.08 *Captions.* The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.09 *Memorandum of Lease.* At the request of either party, Oliver's and the City shall execute a memorandum of this Agreement to be recorded in the real estate records of Beaufort County, South Carolina.

In witness whereof we have hereunto set our hands and seal on the date set forth above.

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OLIVER'S CLEAN BURN, LLC

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

It's \_\_\_\_\_

CITY OF BEAUFORT

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

It's \_\_\_\_\_



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

---

**TO:** CITY COUNCIL **DATE:** 7/8/2021  
**FROM:** Bill Prokop, City Manager  
**AGENDA ITEM TITLE:** Authorization to allow the City Manager to enter into an Easement Agreement for property located at 260 Sea Island Parkway - Airport Frontage Road and to authorize the release of committed fund balance of \$95,000  
**MEETING DATE:** 7/13/2021  
**DEPARTMENT:** City Managers Office

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*BACKGROUND INFORMATION:*

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

***REMARKS:***

**ATTACHMENTS:**

Description	Type	Upload Date
Letter of Intent	Backup Material	7/9/2021
Plat	Backup Material	7/8/2021

William A. Prokop  
CITY MANAGER  
843-525-7070  
FAX 843-525-7013



**CITY OF BEAUFORT**  
1911 Boundary Street  
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:  
Stephen D. Murray III, Mayor  
Mike McFee, Mayor Pro Tem  
Philip Cromer  
Neil Lipsitz  
Mitch Mitchell

July 13, 2021

Fredrick G. Trask  
P O Box 1256  
Beaufort, SC 29901

Re: Easement for property located at 260 Sea Island Parkway

Dear Mr. Trask:

This letter is to confirm that the City and you have agreed on a price of ninety-five thousand dollars (\$95,000) as the purchase price for the City to purchase a frontage easement of 50 ft. in width to be used for the construction of a road to connect Little Creek Road, Lost Island Road, to the traffic light at the Walmart intersection on Route 21 on Lady's Island. Map reference R123 018 000 0215 0000.

This purchase was contingent on the County's Transportation Sales Tax referendum passing by the vote of the public in November 2018. The County will be responsible for the road engineering and construction and the City will be providing the easements for the required property. Please see the corrected drawing of the curve in the road, and the County engineering department has been made aware of the area that may have some wetlands issues.

If you agree with this, please sign, and date this letter and return it to me as soon as possible. We very much appreciate your cooperation in finalizing this arrangement.

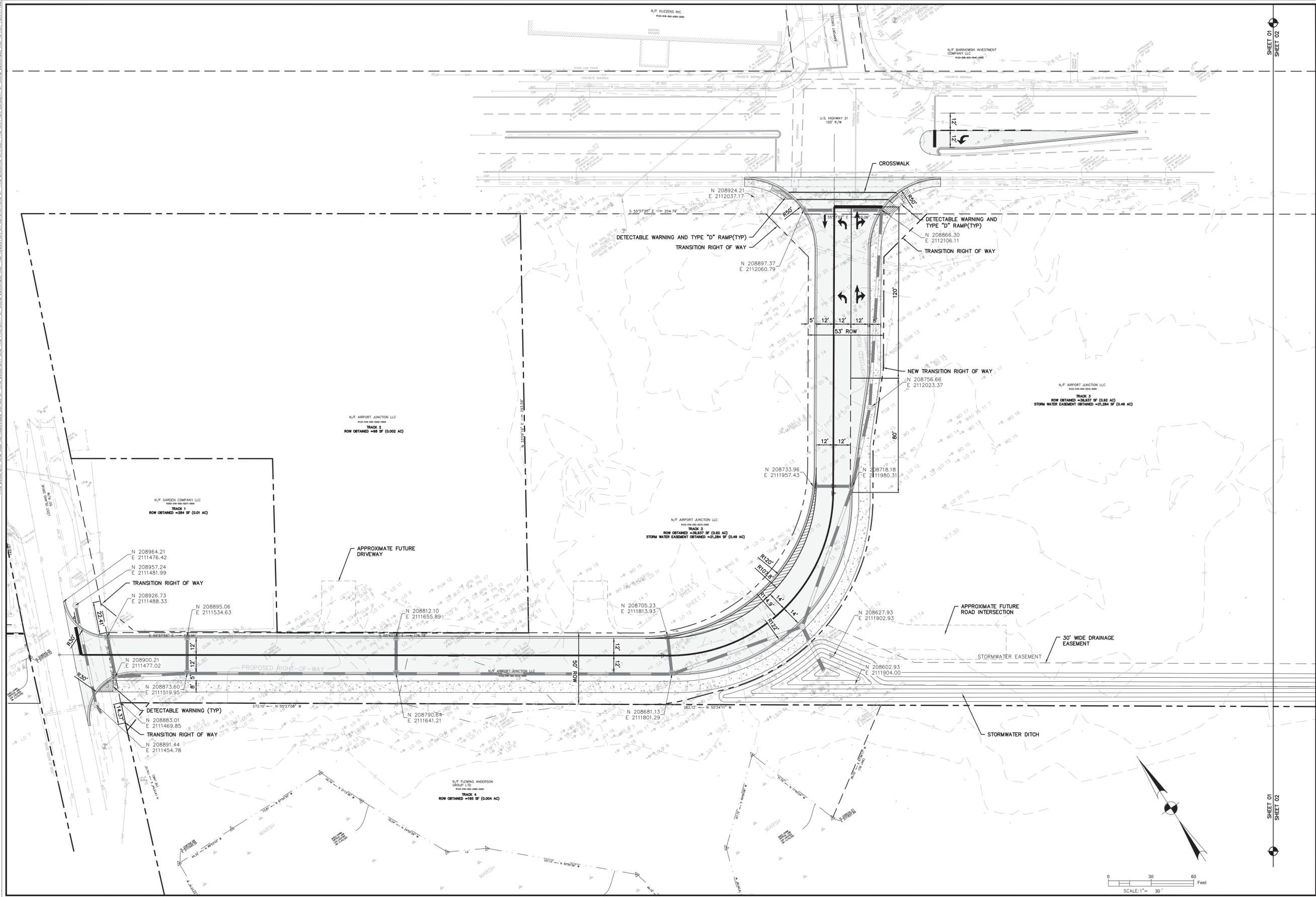
Sincerely yours,

Agreed to this date: \_\_\_\_\_

William A. Prokop  
City Manager

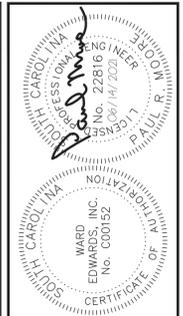
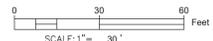
\_\_\_\_\_  
Fredrick G. Trask

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SHEET 01  
SHEET 02

SHEET 01  
SHEET 02



NO.	DESCRIPTION	DATE
7		
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2		
1		

**Ward Edwards**  
ENGINEERING

P.O. BOX 381, BLUFFTON, SOUTH CAROLINA 29910  
PH (843) 837-5230 / FAX (843) 837-2558  
WWW.WARDEDWARDS.COM

**AIRPORT FRONTAGE ROAD**  
BEAUFORT COUNTY, SOUTH CAROLINA  
**BEAUFORT COUNTY**  
**SOUTH CAROLINA**  
**SITE LAYOUT PLAN**

VERTICAL DATUM:	NAVD88
PROJECT #:	200249
DATE:	06/14/2001
DESIGNED BY:	AEP
CHECKED BY:	CPB

**SHEET**  
**C401**

NOT FOR CONSTRUCTION

IF THIS SHEET IS LESS THAN 22" X 34" IT IS A REDUCED PRINT. SCALE ACCORDINGLY