

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88917783286?pwd=R3hzbmZKUJFNkcvOTZWVHNXV0ZaUT09>

Passcode: 800133 +13092053325 Webinar ID: 889 1778 3286



CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL WORKSESSION AGENDA
August 22, 2023

STATEMENT OF MEDIA NOTIFICATION

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

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

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

I. CALL TO ORDER

A. Stephen D. Murray III, Mayor

II. EMPLOYEE NEW HIRE RECOGNITION

A. Police Department - Andrew Clementoni, Esmeralda Martinez, Joshua Taylor

III. PRESENTATION

A. Update on The Point Drainage Project

IV. DISCUSSION ITEMS

- A. Joint Emergency Medical Services and Fire Facility at 135 Ribaut Road
- B. EV Charging Resiliency Capability

V. EXECUTIVE SESSION

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

VI. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/14/2023
FROM: Neal Pugliese
AGENDA ITEM TITLE: Update on The Point Drainage Project
MEETING DATE: 8/22/2023
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

An update will be given on The Point Drainage Project.

PLACED ON AGENDA FOR: Discussion

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Presentation	Backup Material	8/17/2023



City of Beaufort Update Downtown Drainage Improvements

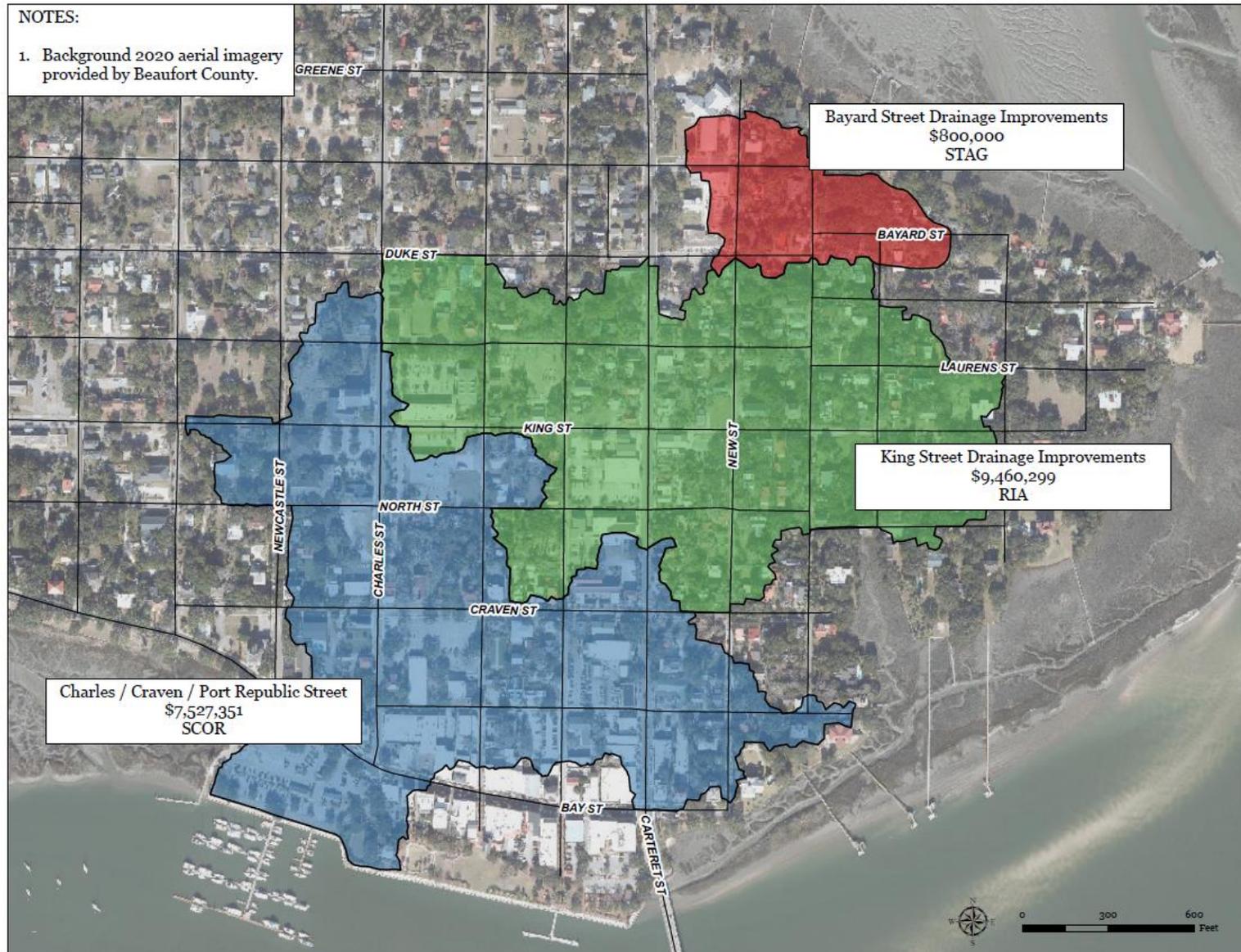
August 22, 2023

The Point Drainage Projects

AGENDA

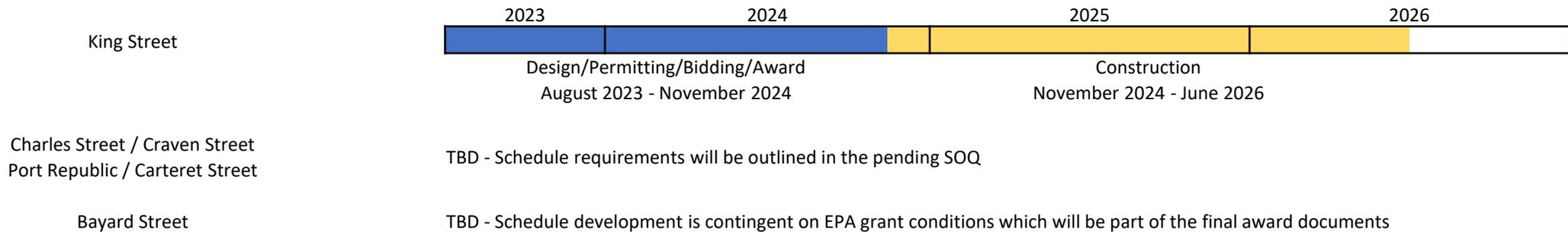
- Project location map
- Project status
- Strategies to mitigate impacts to the public
- Strategies to mitigate schedule impacts due to Resource / Regulatory Agency reviews / approvals:

The Point Drainage Projects



The Point Drainage Project Status

Priority	Project	Funding Source	Grant Amount	Status
1	King Street	RIA / SCIIP	\$9,460,299	NTP Issued 8/7/23
2	Charles Street / Craven Street	SCOR / ASIP	\$7,527,351	SCOR Managed SOQs due 8/14/23
3	Port Republic / Carteret Street			
4	Bayard Street	EPA / STAG	\$800,000	Contracting for Design/Permitting
5	<i>Washington Street / Carteret Street</i>	<i>TBD</i>	<i>TBD</i>	<i>TBD</i>
		~TOTALS	\$17,787,650	



TBD - Schedule requirements will be outlined in the pending SOQ

TBD - Schedule development is contingent on EPA grant conditions which will be part of the final award documents



The Point Drainage Projects

Planning & Coordination for Mitigating Impacts to the Public:

- ✓ Concurrent project scheduling
- ✓ Staging / laydown areas
- ✓ Working days / hours / special requirements
- ✓ Public information / notices / designated program liaison
- ✓ Access to property / businesses
- ✓ Traffic control
- ✓ Utility service interruptions
- ✓ Emergency services coordination

The Point Drainage Projects

Mitigating Schedule Impacts due to Resource / Regulatory Agency Reviews & Approvals:

- ✓ City letter advocating / requesting alternative permitting / review / scheme for SCDHEC / OCRM
- ✓ Early engagement of stakeholders
- ✓ Expertise in permit process and application preparation
- ✓ Pre-application field review / meeting(s)
- ✓ Early design for work to be permitted with applications at earliest practical / completed stages of design
- ✓ Agency follow-ups



Questions??



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/9/2023
FROM: Tim Ogden, Fire Chief
AGENDA ITEM
TITLE: Joint Emergency Medical Services and Fire Facility at 135 Ribaut Road
MEETING
DATE: 8/22/2023
DEPARTMENT: Fire

BACKGROUND INFORMATION:

Beaufort County EMS is looking to replace the current Depot Road EMS Base. Beaufort/Port Royal Fire Department is in need of renovations to the Headquarters Fire Station located at 135 Ribaut Road. This is an opportunity to explore the possibility of a joint EMS and Fire facility at 135 Ribaut Road. A Memorandum of Agreement was proposed by Beaufort County for a feasibility study, construction design, and cost estimate for additions/renovations to co-locate EMS at 135 Ribaut Road.

PLACED ON AGENDA FOR: Discussion

REMARKS:

City staff and Legal have reviewed the Memorandum of Agreement and support this for Councils consideration.

ATTACHMENTS:

Description	Type	Upload Date
Memorandum of Agreement	Backup Material	8/10/2023

STATE OF SOUTH CAROLINA) **MEMORANDUM OF AGREEMENT**
) **JOINT FIRE AND EMS FACILITY**
COUNTY OF BEAUFORT) **CITY OF BEAUFORT**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”) by and between the City of Beaufort, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina, (“City”) and Beaufort County, South Carolina (“County”), a political subdivision of the State of South Carolina. The City and the County hereinafter will collectively be referred to as the “Parties.”

WHEREAS, the City, through its Beaufort/Port Royal Fire Department, provides fire and emergency response services to the citizens of the City of Beaufort and Town of Port Royal and is in need of additional facilities to continue to provide adequate services therein; and

WHEREAS, Beaufort County Emergency Medical Services (“County EMS”) provides emergency medical patient care for citizens and visitors of Beaufort County, City of Beaufort, and Town of Port Royal and is in need of additional facilities to continue to provide adequate services in the County; and

WHEREAS, the Parties are dedicated to providing high-quality care and services to the community, and in furtherance of these goals, desire to enter into this mutually beneficial arrangement; and

WHEREAS, the City currently owns property located at 135 Ribaut Road, Beaufort SC 29902 with current PIN R120 003 000 0078 0000 (“Facility”) and operates fire and emergency services to their citizens from this site; and

WHEREAS, the Parties desire to co-locate Beaufort/Port Royal Fire Department and Beaufort County Emergency Medical Services on this property and deploy emergency resources out of this facility after completion of an addition to and remodeling of the current Facility; and

WHEREAS, the Parties desire to conduct a feasibility study and conceptual design which will lead to construction documents, which may be used for the remodeling of the building and construction of new living quarters at 135 Ribaut Road, Beaufort SC 29902; and

WHEREAS, after the completion of the feasibility study and conceptual design, if the Parties desire to proceed with the remodeling and construction of the Facility at this location they will enter into a separate agreement establishing the terms and conditions of construction and the financing thereof (“Construction Agreement”); and

WHEREAS, the Parties shall enter into a separate agreement establishing the terms and conditions of occupying the Facility upon completion of construction (the “Occupancy Agreement”); and

WHEREAS, the Parties recognize that if it is decided to proceed with the remodeling and construction then it is reasonable, necessary, and in the best interest of the public to cooperate and coordinate in the financing and construction of the Facility as described herein.

NOW, THEREFORE, in the public interest, and in consideration of the mutual promises, covenants, terms, and conditions set forth herein, the Parties mutually agree as follows:

I. SCOPE OF WORK.

The County shall contract with a firm to conduct a feasibility study, provide conceptual design, and provide an estimate of cost of construction documents and construction. The addition to the existing structure of living quarters as described in this Section, which shall hereinafter be referred to as the “Project.”

II. EFFECTIVE DATE AND TERM.

This Agreement shall be effective as of the “Effective Date” and shall remain in effect for three-years, or upon the completion of the Scope of Work, whichever comes first.

III. CONTRIBUTIONS.

- a. Contributions by the County. The County agrees to provide the funding for the feasibility study, the conceptual design, and the construction cost estimate for property located at the property at 135 Ribaut Road, Beaufort SC 29902, hereinafter referred to as the “Facility”.
- b. Contributions by the City. The City agrees to grant access to the Facility for the business of conducting the Project during the term of this Agreement and, if the Project goes forward, the Construction Agreement will provide for County access to the Facility for construction and integration of the additional living quarters with existing infrastructure. The City also contemplates that the Occupancy Agreement will provide for County EMS personnel and equipment to use and occupy the facility following completion of the Project. The terms and provisions of the Construction Agreement and Occupancy Agreement are subject to the terms and conditions agreed to by the Parties and set forth in such agreements.

IV. PROCEDURE.

- a. Design and Permits. The County will use its procurement process as necessary to contract for the feasibility study and conceptual design which will lead to construction documents. The City will cooperate with the County to obtain any and all permits necessary to complete the Project. The Beaufort County Public Safety Director, Beaufort County Director of Emergency Medical Services, and the Beaufort City Fire Chief, or their designees, will collaborate to develop the scope of work for the county procurement process as needed. These personnel will collaborate with County Capital Projects Department and third-party consultants on the design and will be responsible for the final proposed design. The final design shall be approved in writing by the Parties (“Final Design”).
- b. Changes to Design. The Parties contemplate that, after the Final Design is approved, if either party requests a change to the Final Design, the requesting party shall be responsible for one hundred percent (100%) of any additional costs associated with drafting the change to the approved design. If the Parties mutually agree to change the Final Design because it is mutually beneficial and the Parties agree in writing to the change, the Parties shall each pay fifty percent (50%) of the costs associated with making the change to the approved Final Design.

V. MISCELLANEOUS

- a. **MUTUAL COOPERATION AND NOTICE.**

Notwithstanding anything contained herein, the County and the City each agree to cooperatively pursue their obligations set forth herein in good faith. Except as explicitly stated previously in this Agreement, all notices to be provided hereunder shall be provided in writing and delivered by U.S. Mail or by email to the following:

If to County, To: Beaufort County Administrator
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-2027

With Copy to: Beaufort County Director of Public Safety
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-5171

Beaufort County Director of EMS
2727 Depot Rd,
Beaufort, SC 29902
Phone: 843-255-5368

If to City, To: City Manager
City of Beaufort
1911 Boundary Street
Beaufort, SC 29902
Phone: 843-525-7070

With Copy to: Fire Chief
135 Ribaut Road
Beaufort, SC 29902
Phone: 843-525-7030

b. DEFAULT.

In the event of a default by either party, the non-defaulting party must allow the defaulting party a period of thirty (30) days in which to cure the alleged default. If, after the receipt of such Notice, the defaulting party has not cured the default, the other party may elect to immediately terminate this Agreement. The non-defaulting party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to any action for specific performance of obligations recited in this Agreement.

c. TERMINATION.

Either party may terminate this Agreement by notifying the other party in writing with forty-five (45) days Notice.

d. DISPUTE RESOLUTION.

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator.

e. **LIABILITY.**

Each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission, and negligence of the other Party. Neither Party shall be liable to the other Party for any claims, demands, expenses, liabilities, or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees, or agents, in connection with the performance of services or responsibilities pursuant to this Agreement.

f. **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the parties pertaining to such subject matter. References herein to the terms and conditions of the Construction Agreement and the Occupancy Agreement that memorialize certain shared plans and expectations of the Parties will be memorialized, if at all, in definitive documents to be approved by each Party in connection with the Project, and are not binding and do not create any reliance interest on the part of any Party as to the future terms of such Construction Agreement and Occupancy Agreement.

g. **CONFLICTING TERMS.**

In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of any and all prior agreements associated with the Project, the terms and conditions of this Agreement shall control and govern the rights and obligations of the Parties.

h. **APPLICABLE LAW.**

This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive federal laws of the United States and the laws of the State of South Carolina. Any claims filed in connection with this Agreement shall be filed in Beaufort County, South Carolina.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the Effective Date.

WITNESSES:

BEAUFORT COUNTY

By: _____
John Robinson
Interim County Administrator

WITNESSES:

City of Beaufort

By: _____
Scott M. Marshall
City Manager

DRAFT