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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

August 24, 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. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Swearing in of the new Fire Chief Tim Ogden

B. Proclamation proclaiming August 19 - 26, 2021 as USCB Sand Shark Week

IV. PUBLIC COMMENT

V. MINUTES

A. Worksession and Regular Meeting - July 13, 2021

VI. OLD BUSINESS

A. Ordinance consenting to the inclusion of certain property in a Joint County Industrial Park within the City of Beaufort; Approving certain Intergovernmental Agreements by and between the City and Beaufort County - 2nd Reading

VII. NEW BUSINESS

A. Request from Beaufort County Veterans Affairs to host a Veteran's Day Parade and street closures on Thursday, November 11, 2021

B. Request from St. Peter's Catholic Church to host the annual tour of homes, and public assembly for the weekend of November 19 - 20, 2021

C. Request from The Exchange Club of Beaufort to host the annual Ghost Tours every weekend in October, permission to use the Marina, and permission for complimentary parking passes

D. Request from the Downtown Art Galleries to host an Art Walk, permission to serve

alcohol, permission to waive the open container and public drinking ordinances on Friday, October 22, 2021

- E. Permission to host the 9/11 20th anniversary tribute in the Henry C. Chambers Waterfront Park on Saturday, September, 11, 2021. Request for use of the park and complimentary parking passes
- F. Permission to host the annual Halloween Celebration in the Henry C. Chambers Waterfront Park on Saturday, October 30, 2021. Request for use of the park and complimentary parking passes
- G. Request for City Manager to enter into a contract with Beaufort County Magistrate Court for Administrative Services in Bond Court
- H. Resolution for the application of a MASC Grant for the South Coast Cyber Center
- I. Resolution on authorized signers for ARPA account
- J. Reappointments to Boards and Commissions

VIII.REPORTS

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

IX. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/11/2021
FROM: Bill Prokop, City Manager
AGENDA ITEM
TITLE: Swearing in of the new Fire Chief Tim Ogden
MEETING
DATE: 8/24/2021
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Mayor Murray will read the Oath of Office.

PLACED ON AGENDA FOR:

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/28/2021
FROM: Traci Guldner, City Clerk
AGENDA ITEM TITLE: Proclamation proclaiming August 19 - 26, 2021 as USCB Sand Shark Week
MEETING DATE: 8/24/2021
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Request is being made by Carol Weir, Director of Communications with USCB to proclaim August 19 - 26 as Sand Shark Welcome Week.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Backup Material	7/29/2021



PROCLAMATION

WHEREAS, the University of South Carolina Beaufort is a fully accredited, comprehensive, baccalaureate institution within the University of South Carolina; and

WHEREAS, USCB provides specialized instruction in nineteen undergraduate degree programs and two graduate degrees to fulfill its mission to respond to regional needs, draw upon regional strengths, and prepare graduates to contribute locally, nationally, and internationally, and

WHEREAS, USCB is a primary regional resource for exceptionally skilled health-care professionals, teachers, hospitality managers, science-based researchers, and computational troubleshooters in the South Carolina Lowcountry, and

WHEREAS, USCB has a reputation for institutional prominence as a regional problem-solver, catalyst for progress, and engine for economic growth, and

WHEREAS, reports on the economic impact of higher education in Beaufort County indicate that 1,066 jobs, \$50.5 million in additional wage and salary income, \$122.4 million in economic output, and \$1.6 million in net government revenue are attributable to USCB each year; and

WHEREAS, this week USCB welcomes more than 2,100 students, their parents, other family members, and friends to campuses in Bluffton, Beaufort, and Hilton Head Island and to athletic facilities in Hardeeville for the start of the 2021 – 2022 academic year.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims the week of August 19-26, 2021, as

USCB SAND SHARK WELCOME WEEK

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 24th day of August 2021.

STEPHEN D. MURRAY III, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK



City Council Worksession
Meeting Minutes – Planning Conference Room – 1st Floor

July 13, 2021

I. CALL TO ORDER

5:01PM

Mayor, Stephen D. Murray III

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

II. DISCUSSION ITEMS

A. Comprehensive Plan (working draft) review schedule

Bill Prokop, City Manager, started off by stating that the Comprehensive Plan is a working document and that the public will have ample time to view and make recommendations.

David Prichard, Community and Economic Development Director, stated that the draft has been informed by the Beaufort 2030 Future Vision Exercise, the Strategic Plan, the Civic Master Plan, and the 2009 Comprehensive Plan. This has been a unified effort between the city staff, the Lowcountry Council of Governments, and Design Workshop consultants. He then went over the timeline from present-day, until the presentation of the final plan for approval on October 12, 2021.

Mayor Murray asked if the General Assembly had given an extension as to when documents were due and inquired if there was a deadline.

Mr. Prichard stated that they had given an extra year and believes it to be at the end of this calendar year 2021.

Mayor Murray suggested that there be a worksession on August 24, 2021, to go over feedback that has been received from the public and council. He also would like to see another in-person public session be added to the schedule.

Mr. Prichard, responded by stating they would include another session.

Mayor Murray inquired when the Priority Investment Element would be included. He would like to see all items included so that the public can see the entire document.

Mr. Prichard stated that they can go ahead and start working on this item and make amendments to the document, as necessary.

Mr. Prokop stated that they are hopeful to have the updated census data by September and can incorporate those figures as well.

B. Emergency Management protocols - Emergency Manager, Deputy Chief John Robinson

Bill Prokop, City Manager, started off by stating that each department is part of a detailed plan should it become necessary, and that the city has its own Emergency Operations Center

when required at the Police Department. He stated that the State used to have 5 Operational Conditions, and they have now reduced that number to 3.

Deputy Chief John Robinson, Emergency Manager, went over how the city runs their Emergency Operations Plan and went over the Natural Disaster plan should a mandatory evacuation for the area be called.

Councilman Cromer asked if we have vendors in place that can supply us with equipment.

Mr. Robinson said yes. We have several on the city level, as well as those through Beaufort County Emergency Management.

III. EXECUTIVE SESSION

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.

No actions from Executive Session.

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

IV. ADJOURN

7:05 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 (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.



City Council Regular Meeting
Meeting Minutes – City Hall Council Chambers - 2nd Floor

July 13, 2021

I. CALL TO ORDER

7:05PM

Mayor Stephen D, Murray III

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem, McFee

III. PUBLIC COMMENT

No public comment.

IV. PUBLIC HEARING

Michelle Knight with the Lowcountry Council of Governments reported that in June 2008, the City of Beaufort was awarded \$1,000,000 in Community Development Block Grant (CDBG) funds to help upgrade the Mossy Oaks drainage system. The city also contributed \$1,218,405.12 for a total project cost of \$2,218,405.12. She reported that construction on the project has been completed.

No public comment.

V. MINUTES

A. Worksession and Regular Meeting - June 22, 2021

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

Minutes approved as presented.

VI. NEW BUSINESS

A. Street closure request from Grounded Running for the Helping Heroes 5K Run/Walk on Saturday, November 13, 2021

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

Benjamin Whitmore gave an overview of the event. This event is a fund raiser for the Gary Sinise Foundation and hopes to make this an annual event.

Approval was unanimous.

- B. Street closure request from Child Evangelism Fellowship to host a 5K Run/Walk event on Saturday, January 22, 2022

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

Saul Garcia spoke about the mission of Child Evangelism Fellowship of the Lowcountry and gave an overview of the fund-raising event.

Approval was unanimous.

- 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

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

Linda Roper, Downtown Operations and Community Services Director, gave an overview of the event and the waivers being requested.

Approval was unanimous.

- 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

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

Bill Prokop, City Manager stated that this agreement is no different from the previous Lease Agreement, except that this lease will be for Lot 17. The agreement is for 5 years and started on July 1, 2021.

Approval was unanimous.

- E. Authorization to allow 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

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

Bill Prokop, City Manager, gave information on why and how this agreement came about and Kathy Todd, Finance Director, stated that the funds would be coming from the committed funds for land acquisitions.

Approval was unanimous.

VII. REPORTS

City Manager's Report

Mr. Prokop apologized to the citizens about the delay and confusion in trash services while the changeover was taking place. He thanked the Fire and Public Works Departments for removing trash bins from the streets and taking them to a central location. Linda Roper and staff were thanked for addressing the issues as they arose.

He mentioned that there was a great turnout for First Friday on July 2nd even with the rain, and that the merchants were happy.

Stated that the Mossy Oaks Stormwater Project was successful in doing its job during Tropical Storm Elsa.

The City's Emergency Operations Team is ready for hurricane season, and he urged residents to be prepared as well.

Reminded everyone that the Live @ 5 event will be downtown this Thursday, July 15th.

Please do not forget about the Water Festival taking place. The event will run July 16 - 25, 2021.

Recognized 2 high school summer interns. Marisa Blankenship in Finance, and Timothy Brown in Community Development. Both are doing a great job.

This Friday, July 16th, the City Police Department will be out at Southside Park starting at 12pm to host a Chill with a Cop event. Bring your kids out and play some badminton and corn hole. There will be other fun activities as well.

The American Rescue Plan money is still on hold, as the State Administration has not yet requested the funds. The city has been in contact with our State Delegation, and it looks like we will be waiting several more months.

Wished everyone a great summer during the City Council summer break. Meetings will resume on Tuesday, August 24, 2021.

Mayor's Report

Stated that he had also talked with local and state contacts regarding the American Rescue Plan money, and that nothing will be done until they come back into session, which will be sometime in the Fall.

Urged all residents and businesses to be prepared during this hurricane season. Was very pleased to see all departments and agencies working together after Tropical Storm Elsa. They did a great job communicating and took swift action accordingly.

Thanked Representative Shannon Erickson and Senator Tom Davis for their sponsorship of \$450,000 that will be dedicated to the Cyber Security Initiative that was granted by the General Assembly.

Appreciated the Great Grand Family Foundation that hosted a 4th of July event in the Washington Street Park. Thanked them for bringing the Community together.

A Strategic Planning meeting took place today with the Beaufort Digital Corridor. A new Board Chairperson was announced, Dr. Melissa Venable. Matt D'Angelo will continue as Vice Chairperson.

There will be a Virtual Tech Connect session this Thursday evening, July 15, 2021. Details can be found on the Beaufort Digital Corridor's website.

Wished Karoline Kennedy from the City Manager and Human Resources Department all the best and thanked her for her assistance as she transfers out of the area.

Councilman Mitchell

Announced that the Charles Lind Brown Community Center survey will be released to the public in the next few days.

Mayor Pro Tem, McFee

Nothing to report.

Councilman Lipsitz

Stated he attended the event at the Washington Street Park on July 4th that was hosted by the Great Grand Family Foundation. Was a very nice event.

Councilman Cromer

Stated he will be attending an upcoming meeting with Darrin Gross with the Coastal Community Foundation, regarding the Affordable Housing Initiative along with Mayor Murray and Bill Prokop, City Manager on Thursday, July 22, 2021.

Reported that the Annual Meeting for the Municipal Association of South Carolina will be held next week in Hilton Head.

The Beaufort History Museum is looking for docents and greeters for the upcoming season. Classes will be held July 28 - 30, 2021, from 10:00 am until 2:30 pm at the Beaufort CVB conference room. Lunch will be provided. You can go to the Museum's website beauforthistorymuseum.wildapricot.org/docent-education for more information.

VIII. ADJOURN

7:52PM

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

All in favor.

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CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/13/2021
FROM: Kathy Todd
AGENDA ITEM TITLE: Ordinance consenting to the inclusion of certain property in a Joint County Industrial Park within the City of Beaufort; Approving certain Intergovernmental Agreements by and between the City and Beaufort County - 2nd Reading
MEETING DATE: 8/24/2021
DEPARTMENT: Finance

BACKGROUND INFORMATION:

Project Glass and Project Garden, Economic Development opportunities in the City, are part of a Multi County Industrial Park (MCIP) and as such the County has approved the attached IGA's that now require City approval.

PLACED ON AGENDA FOR: Action

REMARKS:

Request that City Council authorize the City Manager to enter into the Intergovernmental Agreements with Beaufort County for the participation distribution from the MCIP.

ATTACHMENTS:

Description	Type	Upload Date
Ordinance and IGA's	Cover Memo	8/16/2021

ORDINANCE NO. __

AN ORDINANCE CONSENTING TO THE INCLUSION OF CERTAIN PROPERTY IN A JOINT COUNTY INDUSTRIAL PARK WITHIN THE CITY OF BEAUFORT, SOUTH CAROLINA; APPROVING CERTAIN INTERGOVERNMENTAL AGREEMENTS BY AND BETWEEN THE CITY AND BEAUFORT COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

NOW THEREFORE, be it ordained by the City Council of the City of Beaufort (the “*City Council*”), the governing body of the City of Beaufort, South Carolina (the “*City*”), in a meeting duly assembled as follows:

Section 1 Findings. The City Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(1) The City is a body politic and corporate located in Beaufort County, South Carolina (the “*County*”), entitled to exercise all the powers and privileges provided to municipal corporations in the State of South Carolina (the “*State*”).

(2) The County is authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (together, the “*MCIP Law*”) to enter into agreements (a “*Park Agreement*”) with other counties within the State for the purpose of creating joint county industrial and business parks (the “*Park*”). Pursuant to Section 4-1-170(C) of the MCIP Law, if any Park encompasses all or a portion of a municipality, the counties must obtain the consent of the municipality prior to the creation of the Park.

(3) Two companies, one identified as Project Garden (MRGSC Property, LLC) (“*Garden*”) and another identified as Project Glass (GLASSWRXSC, LLC) (“*Glass*” and together with Garden, the “*Companies*”) have proposed establishing or expanding certain manufacturing facilities on property located within the County and the City (the “*Projects*”), and have requested that the County place the Projects within a Park and enter into a fee agreement with Glass and a credit agreement with Garden.

(4) The City and the County desire to enter into two separate Intergovernmental Agreements (together, the “*IGAs*”) pursuant to which the City will evidence its consent to the inclusion of the Projects within the Park and the County will agree to a certain allocation of fee in lieu of taxes paid with respect to property situated within the Park to the City.

Section 2 Approval of IGAs. The IGAs, the forms of which are attached to this Ordinance at **Exhibits A and B**, respectively, are hereby approved. The City Manager is hereby authorized to execute and deliver the IGAs and, with the advice of counsel, to approve such changes to the final form of the IGAs as are necessary and convenient to carry out the intent of this Ordinance and which are not adverse to the interests of the City, and the execution and the delivery of the final form of the IGAs by the City Manager is to serve as conclusive evidence of the approval thereof by the City.

Section 3 Effective Date; Repealer. This Ordinance is to be effective as of the date of its second and final reading. All prior ordinances and resolutions conflicting with the provisions of this Ordinance are hereby repealed.

DONE AND ENACTED in a meeting duly assembled this __ day of __, 2021

**CITY OF BEAUFORT, SOUTH
CAROLINA**

Stephen D. Murray III, Mayor

(SEAL)

ATTEST:

Traci Guldner, City Clerk

First Reading: _____, 2021

Second Reading: _____, 2021

EXHIBIT A

Form of Agreement – Project Glass

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this “*Agreement*”) is entered into this [] day of [], 2021 (the “*Effective Date*”), by and between the City of Beaufort, South Carolina (the “*City*”), a municipality and political subdivision of the State of South Carolina (the “*State*”), and Beaufort County, South Carolina (the “*County*”), a county and political subdivision of the State, each a “*Party*” and together the “*Parties*.”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“*Jasper*” and together with the County, the “*Counties*”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “*MCIP Law*”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as GlassWRXSC, LLC (f/k/a Project Glass) (the “*Company*”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the City (the “*Project*”), and has requested that the County place the Project within a multi-county industrial or business park (the “*Park*”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “*Master Agreement*”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“*FILOT*”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “*Jasper Allocation*”). The FILOT revenue less the Jasper Allocation is defined for the purposes herein as the “*Net FILOT Revenue*”.

WHEREAS, the County and the Company have entered into, or intend to enter, into a Fee Agreement (the “*Fee Agreement*”) pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “*Fee Act*”), which provides for the payment a negotiated fee-in-lieu-of-tax (“*FILOT*”) with respect to certain property of the Company.

WHEREAS, the properties related to the Project (“*Project Property*”) within the Park encompass a portion of the City, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the City prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the City and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the City and the Burton Fire District (“*Burton*”).

WHEREAS, the City and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the City’s commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of the Net FILOT Revenue.

WHEREAS, the City and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. Binding Agreement; Representations.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the City, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the City consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.¹

(D) During the pendency of this Agreement, no amendments or modifications to the Fee Agreement or the Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the City.

3. Distribution of Net FILOT Revenue.

(A) The City's share of the Net FILOT Revenues (the "**City's FILOT Portion**") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the City's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the City and Burton, or (iii) upon written request of the City, then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of \$1.00 per year from the City's FILOT Portion.

¹ Contemporaneously with the execution of this Agreement, the City has additionally authorized a separate agreement related to Project Garden, which is also located within the Park.

4. **Termination.** The City and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of City and County procedures.

6. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. **Conflicts.** To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

**CITY OF BEAUFORT, SOUTH
CAROLINA**

By: _____
William A. Prokop, City Manager

(SEAL)

ATTEST:

By: _____
Traci Guldner, City Clerk

[Signature Page of the County on Following Page]

[Signature Page of City]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT A

LEGAL DESCRIPTION - PROJECT GLASS/GlassWRXSC, LLC

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING ON PORT ROYAL ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA, CONSISTING OF 35.68 ACRES, BEING A PART OF LOTS 6, 7, 10, 11, 22 AND 23 IN SECTION 28, TOWNSHIP ONE (1) NORTH, RANGE TWO (2) WEST AND A PART OF LOTS 58 AND 59, IN SECTION 21, TOWNSHIP ONE (1), RANGE TWO (2) WEST, ACCORDING TO THE SURVEY OF UNITED STATES DIRECT TAX COMMISSIONERS FOR THE DISTRICT OF SOUTH CAROLINA, AND HAVING SUCH METES, COURSES, DISTANCES AND BOUNDS AS MORE FULLY SHOWN BY REFERENCES TO A PLAT PREPARED FOR PNEUMO CORPORATION BY R.D. TROGDON, JR., R.L.S., DATED FEBRUARY 9, 1976, AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY IN PLAT BOOK 24, AT PAGE 102.

Being the same property conveyed to Parker-Hannifin Corporation by deed from Pneumo Abex Corporation dated April 10, 1996 and recorded April 15, 1996 in Book 850, Page 975 in the Register of Deeds Office for Beaufort County, South Carolina.

PIN # 100 25 170

Tax Map Number/Parcel ID: *R120 025 000 0170 0000*

EXHIBIT B

Form of Agreement – Project Garden

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this “*Agreement*”) is entered into this [] day of [], 2021 (the “*Effective Date*”), by and between the City of Beaufort, South Carolina (the “*City*”), a municipality and political subdivision of the State of South Carolina (the “*State*”), and Beaufort County, South Carolina (the “*County*”), a county and political subdivision of the State, each a “*Party*” and together the “*Parties*.”

RECITALS

WHEREAS, the County and Jasper County, South Carolina (“*Jasper*” and together with the County, the “*Counties*”) are authorized pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina 1895, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “*MCIP Law*”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties.

WHEREAS, a company identified as MRGSC Property, LLC (f/k/a Project Garden) (the “*Company*”) has proposed establishing or expanding certain manufacturing facilities on property located within the County and the City (the “*Project*”), and has requested that the County place the Project within a multi-county industrial or business park (the “*Park*”) under the MCIP Law.

WHEREAS, the Counties plan to enter into or have entered into a “Multi-County Park Agreement (REHC, LLC; Triple B Restaurant Holdings, LLC; GlassWRXSC, LLC; MRGSC Property, LLC)” (the “*Master Agreement*”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the fee-lieu of tax (“*FILOT*”) revenue is to be distributed to each of the taxing entities within each of the Counties, including the standard 1% allocation of FILOT revenue to Jasper (the “*Master Agreement Jasper Allocation*”).

WHEREAS, to the best of the County’s knowledge, the Project Property (as defined herein) is currently included in the Agreement for Development of Joint County Industrial and Business Park between the County and Jasper dated December 31, 1999 (the “*Prior MCIP Agreement*”), but the County is unable to locate the Prior MCIP Agreement.

WHEREAS, the County acknowledges that the Project Property will not be effectively included in the Master Agreement prior to the expiration of the Prior MCIP Agreement with respect to such property, but the County is unable to determine such expiration date definitively.

WHEREAS, in order to eliminate uncertainty with respect to such expiration date, the County has agreed to modify the revenue allocation provisions governing revenues collected and distributed by the County pursuant to the Prior MCIP Agreement to ensure that such allocations are identical to the allocations in the Master Agreement and Section 3 of this Agreement.

WHEREAS, upon information and belief, the Prior MCIP Agreement also provides for a standard 1% allocation of FILOT revenue to Jasper (the “*Prior MCIP Agreement Jasper Allocation*”).

WHEREAS, the County and the Company have entered into, or intend to enter, into a Special Source Revenue Credit Agreement (the “*SSRC Agreement*”) wherein the Company, prior to payment of the Master Agreement Jasper Allocation, will be provided a special source revenue

credit (synthetic FILOT), the terms of which provide that FILOT revenues due and owing by the Company will be computed utilizing a 6% assessment ratio and a fixed millage rate (the “**SSRC Provisions**”). The FILOT revenues that remain after application of the Master Agreement Jasper Allocation or Prior MCIP Agreement Jasper Allocation, as applicable, and the SSRC Provisions is defined for the purposes herein as the “**Net FILOT Revenue.**”

WHEREAS, the properties related to the Project, as is hereinafter more specifically described in Exhibit A hereto (“**Project Property**”), within the Park encompass a portion of the City, and, pursuant to Section 4-1-170(C) of the MCIP Law, the County must obtain the consent of the City prior to the creation of the Park.

WHEREAS, the Project Property has been recently annexed into the City and the FILOT revenues derived therefrom may be the subject of an ongoing dispute between the City and the Burton Fire District (“**Burton**”).

WHEREAS, the City and the County desire to enter into this Agreement to: (i) identify the location of the Project Property; (ii) confirm the City’s commitment and consent to the creation of the Park; and (iii) provide the methodology for distribution of Net FILOT Revenues to the City.

WHEREAS, the City and the County, each acting by and through their respective governing bodies, have authorized the execution and delivery of this Agreement.

NOW THEREFORE, in consideration for the mutual covenants, promises, and consents contained in this Agreement, the Parties agree as follows:

1. Binding Agreement; Representations.

(A) This Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and (iii) this Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. Location of the Park; Consent; Limitations.

(A) The Park consists of certain property described in the Master Agreement and includes certain property located in the City, specifically including the Project Property as is hereinafter more specifically described in Exhibit A hereto.

(B) Subject to the terms, conditions and provisions hereof, the City consents to the creation of the Park and the inclusion of the Project Property therein.

(C) The County shall not enlarge or diminish the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.¹

(D) During the pendency of this Agreement, no amendments or modifications to the SSRC Provisions, the Master Agreement Jasper Allocation, or the Prior MCIP Agreement Jasper Allocation, the terms of which change the distribution of Net FILOT Revenues, shall be permitted without the written consent of the City.

(E) Upon the termination of the Prior MCIP Agreement in accordance with its terms, the Parties agree that the terms of the Master Agreement, as supplemented by the terms of this Agreement, shall control.

3. Distribution of Net FILOT Revenue.

(A) The City's share of the Net FILOT Revenues (the "**City's FILOT Portion**") shall be calculated in the manner set forth at South Carolina Code Annotated Section 12-44-80(A) as if the Project were not located in a Park.

(B) In the event that Burton is determined to be legally entitled to some allocation of the City's FILOT Portion, through (i) a determination of a court of competent jurisdiction, (ii) through an agreement between the City and Burton, or (iii) upon written request of the City, then the Parties agree, and as permitted by the MCIP Law, that the County shall allocate to Burton the sum of \$1.00 per year from the City's FILOT Portion.

4. Termination. The City and County agree that this Agreement shall terminate concurrently with the SSRC Agreement.

5. Records. The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the FILOT records and distributions pertaining to Project Property, as such records become available in the normal course of City and County procedures.

6. Severability. In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

7. Conflicts. To the extent any provisions of this Agreement conflict with the provisions of any other agreement between the Parties, the terms and provisions of this Agreement shall control in all circumstances.

[Remainder of Page Intentionally Left Blank]

¹ Contemporaneously with the execution of this Agreement, the City has additionally authorized a separate agreement related to Project Glass, which is also located within the Park.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officials as of the Effective Date.

**CITY OF BEAUFORT, SOUTH
CAROLINA**

By: _____
William A. Prokop, City Manager

(SEAL)

ATTEST:

By: _____
Traci Guldner, City Clerk

[Signature Page of the County on Following Page]

[Signature Page of City]

**BEAUFORT COUNTY,
SOUTH CAROLINA**

By: _____
Chairman,
Beaufort County Council

(SEAL)

ATTEST:

By: _____
Clerk to County Council

EXHIBIT A

LEGAL DESCRIPTION - PROJECT GARDEN/MRGSC Property, LLC

That certain parcel of real property located in the County of Beaufort, State of South Carolina, containing 3.00 acres, and shown as Beaufort County tax map parcel R120-024-0000-00445, Lot 15 in the Beaufort Commerce Park.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/16/2021
FROM: Linda Roper, Downtown Operations and Community Services Director
AGENDA ITEM TITLE: Request from Beaufort County Veterans Affairs to host a Veteran's Day Parade and street closures on Thursday, November 11, 2021
MEETING DATE: 8/24/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request is being made by Carl Wedler with the Veterans Affairs Office.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request	Backup Material	8/16/2021



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: August 10, 2021

SUBJECT: Request to Host 2021 Veteran's Day Parade with Street Closures

Beaufort County Veteran's Affairs is requesting approval and permission for street closures during the annual Beaufort County Veteran's Day Parade, November 11th, 2021, during the hours of 10am to 12pm and to close several street sections in the Core Commercial Area from 8:30 AM to 12:00 PM to accommodate the set up and tear down of the activities.

This parade is always well attended. It includes the Marine Corps band, a variety of vehicles, numerous decorated floats, community groups and walking participants.

Request for Approval includes:

- Approval of Parade or Public Assembly Permit for the standard downtown parade route. Approval of parade or Public Assembly Permit with waiver of the application fee for the standard downtown parade route. With line up on Adventure, Greene, and side street with the parade to follow Boundary to Carteret to Bay Street to Bladen Street, concluding at its beginning point on Adventure Street. The Streets will re-open once all parade units and vehicles pass and on Adventure Street once the staging areas are clear.

The request is being made with the understanding and agreement that if approved, the City reserves the right to modify or rescind or modify the terms of the request and or approval as they deem necessary due to the on-going Covid-19 pandemic.



BEAUFORT COUNTY VETERANS AFFAIRS OFFICE

P.O. DRAWER 1228, BEAUFORT, SC 29901-1228

"HONORING ALL WHO SERVED"

Phone (843) 255-6880 / Fax (843) 255-9445

July 30, 2021

City of Beaufort Council
1911 Boundary Street
Beaufort, SC 29902

Gentlemen,

I am writing you today to discuss our co-sponsor arrangement for the annual Veterans Day parade. The city has been very responsive and generous in the past to assist in the details of putting on an event like this to celebrate veterans. The event is planned for November 11th, 2021 a Thursday.

This year we are asking for assistance from the City of Beaufort Police department to provide road closing and street supervision for a parade that will follow the traditional parade route, Boundary Street, to Carteret Street, to Bay Street, and then to Bladen Street. It will end at the starting point the Beaufort National Cemetery. The parade will gather at the previous rally point on Rodgers Street on the east side of the Beaufort National Cemetery. Lineup will begin at 0830 and the parade will begin at 1000.

In addition to the above Laura Fanelli from Beaufort County Communications will be in touch with the Beaufort County School Districts Director of Student Services, Lakinsha Swinton. We will be exploring the possibility of having students create Veterans Day posters to be displayed with our poster to raise awareness of the event. We will also be exploring and hoping that the Beaufort County schools will allow their bands to march in the parade.

I am hoping that you will look favorably upon these plans for the Veterans Celebration on November 11th. The event is open to all who wish to participate. Local, State, and Federal dignitaries will be invited to participate in the event. I am available for questions regarding the parade, and will be happy to address them at one of the City Council meetings if you wish.

Respectfully,

Carl Wedler
Veterans Affairs Officer
Beaufort County, SC

**CITY OF BEAUFORT, SOUTH CAROLINA
APPLICATION FOR PARADE OR PUBLIC ASSEMBLY PERMIT**

To be filed NOT LESS than 30 days before event
1911 Boundary Street Beaufort, SC 29902
Phone (843) 525-7070

Name of Applicant: Carl Wedler

Address: 28 B Harford Beaufort, SC 29906 Phone # 843 694-1632

Name of Sponsoring Organization: Beaufort County Veterans Affairs

Address: 100 Clear Water Way Beaufort, SC 29906

Date of Parade/Public Assembly: November 11, 2021

Route Proposed (Giving Starting & Termination Points): Boundary Street to Carteret Street to Bay Street to Bladen Street ending back at the Beaufort National Cemetery where it originated.

Approximate Number of Persons, Animals & Vehicles Constituting Parade: Based on 2019 entrants we had 70 entrants. This included bands, cars, motorcycles, trucks with floats, and participants walking the parade route.

Time Parade Will Begin : 10am Parade will Terminate: 12pm

Parade Will Occupy All of the Width of the Streets to be Traversed Yes

Location of Assembly Area: Rogers Street adjacent to the east side of the Beaufort National Cemetery

Time Units Will Begin to Assemble: 8:30am Interval of Space between Units in Parade: No more than necessary to accommodate walking participants.

Type of Public Assembly (including description of activities)

No public assembly, parade only.

Description of Recording Equipment, sound amplification equipment, banners, signs, or other devices to be used: County will be filming the event in front of Beaufort County Library.

NOTE: IF THE PARADE 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.

\$25.00 non-refundable application fee is payable when the application is submitted

Carl Wedler
Signature of Applicant

Application Received By: Amber Duke Receipt # _____

Date Application Received: July 30th 2021

Approved By: _____



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/16/2021
FROM: Linda Roper, Downtown Operations and Community Services Director
AGENDA ITEM TITLE: Request from St. Peter's Catholic Church to host the annual tour of homes, and public assembly for the weekend of November 19 - 20, 2021
MEETING DATE: 8/24/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request is being made by Sharon Stewart.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request	Backup Material	8/16/2021



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: August 12, 2021

SUBJECT: Request for Public Assembly Application/Tour of Homes

St. Peter's Catholic Church would like to respectfully request permission to conduct the 20th Annual Homes for the Holidays Tour of Homes. Paid participants will tour six private homes and the Historic Catholic Church throughout the historical district on November 19th and 20th.

Request for approval include:

- Permission to allow assembly from 6 PM to 9 PM and from 11 AM to 4 PM
- Permission to use signs to direct tour goers from home to home

Event Sign Application will be submitted upon approval.

The request is being made with the understanding and agreement that if approved, the City reserves the right to modify or rescind or modify the terms of the request and or approval as they deem necessary due to the on-going Covid-19 pandemic.



PUBLIC ASSEMBLY APPLICATION

City of Beaufort – City Manager’s Office (2nd Floor)

1911 Boundary Street, Beaufort, South Carolina, 29902

p. (843) 525-7070 / f. (843) 986-5606 | www.cityofbeaufort.org

To be filed NOT LESS than 30 days before event

\$25.00 non-refundable application fee is applied when 50 or more in attendance

Name of Applicant: Sharon Stewart

Address: 4187 Spring Island Okatie, SC 29909 Phone # 843-597-1293

Name of Sponsoring Organization: St. Peter's Catholic Church benefiting the Catholic School

Address: 70 Lady's Island Dr. Beaufort, SC 29907

Date of Public Assembly: Nov 19, 2021 Time Assemble will begin: 6:00^{PM} - 9:00^{PM}
Nov 20th 2021 11:00^{AM} - 4:00^{PM}
both days

Location of Assembly Area: The Old Point area. See attached map.

Type of Public Assembly (including description of activities): 20th Annual Homes for the Holidays Tour of Homes where paid participants will tour six private homes and the historic Catholic Church.

Description of Recording Equipment, sound amplification equipment, banners, signs, or other devices to be used: Only signs to help direct tour goers to the homes on tour will be used. Event Sign Application will be completed.

Signature of Applicant: Sharon Stewart Date: 8-3-21

OFFICE USE ONLY:

Application Received By: Andrea Hackenberger Date Received: 8/8/21

Receipt #: _____ Approved By: _____

- ① St. Peter's Historic Church
710 Carpenter St.
- ② 403 Hancock St.
- ③ 303 Federal St.
- ④ 501 Craven St.
- ⑤ 401 Port Republic St.
- ⑥ 500 Port Republic St.
- ⑦ 201 New St.



St. Peter's Home See the Photos

2021 Home Tour



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/16/2021
FROM: Linda Roper, Downtown Operations and Community Services Director
AGENDA ITEM TITLE: Request from The Exchange Club of Beaufort to host the annual Ghost Tours every weekend in October, permission to use the Marina, and permission for complimentary parking passes
MEETING DATE: 8/24/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request is being made by Jessie Chapman.

PLACED ON AGENDA FOR: Action

REMARKS:

Also seeking permission to turn off the sprinklers on the days the tours are taking place.

ATTACHMENTS:

Description	Type	Upload Date
Request	Backup Material	8/17/2021



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: August 10, 2021

SUBJECT: Annual Ghost Tour, Use of Marina Parking Lot, Turning off Sprinklers,
Parking Passes

The Exchange Club of Beaufort is requesting a special event application for the Ghost Tours of Beaufort for the weekends of October 15th-17th, 22nd-23rd, 28th-30th that will help support the Child Abuse Prevention Association (CAPA). This event is offering tours and utilizing volunteer storytellers which brings in visitors to Beaufort while raising funds for CAPA.

This event is presented by Southern Rose Buggy Tours who will supply their own carriages for the events.

Request of approval include:

- Permission to load the carriages in the Marina parking lot and to use Cannon Park to start walking tours.
- Permission to turn off sprinklers in Cannon Park on days of tours between the hours of 6pm-10pm.
- Permission for two parking spaces, free of charge, in the Marina lot from October 15th- October 31st.

The request is being made with the understanding and agreement that if approved, the City reserves the right to modify or rescind or modify the terms of the request and or approval as they deem necessary due to the on-going Covid-19 pandemic.



child abuse prevention association
post office box 531 • beaufort • sc • 29901
phone 843.524.4350 • fax 843.525.0070 • capa714@earthlink.net
www.capabeaufort.org

July 26, 2021

Mrs. Linda Roper
Director of Downtown Operations & Community Services
City of Beaufort
500 Carteret Street, Suite B 2
Beaufort, SC 29902

Dear Mrs. Roper:

The Exchange Club of Beaufort is sponsoring the 28th Annual Ghost Tours to benefit the Child Abuse Prevention Association. We are excited to be back after taking last fall off. The tours are scheduled for October 15th-17th, 22nd -23rd, 28th-30th.

Southern Rose Buggy Tours will submit a special event application and will supply carriages for the event. We are once again offering tours as we have for the past 27 years, utilizing volunteer storytellers. We request to load the carriages in the Beaufort Marina parking lot and to use Cannon Park to start our walking tours. The Exchange Club and friends will provide at least two security volunteers per walking tour. We ask that the sprinklers in Cannon Park be turned off on the tour days between 6:00PM-10:00PM to prevent our volunteers and participants from getting wet.

We respectfully request two parking spaces in the downtown Marina for our costume truck. These have been offered gratis in the past, and we hope it will continue to be so. We need these spaces from October 15th- October 31st.

We sincerely appreciate the cooperative relationship we have had with the City. This fun event brings in lots of visitors to the Beaufort area while raising funds for CAPA. We hope you will approve this year's Ghost Tours of Beaufort and we appreciate your continuous support.

Sincerely,



Jessie Chapman
Director of Development (CAPA)
Exchange Club Member

GIVE. ADVOCATE. VOLUNTEER.
LIVE UNITED. 

The Child Abuse Prevention Association (CAPA), a United Way agency
accredited by the Council on Accreditation, serving children and families
of Beaufort and surrounding counties for over 30 years.



CREDIBILITY • INTEGRITY • ACHIEVEMENT



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/16/2021
FROM: Linda Roper, Downtown Operations and Community Services Director
AGENDA ITEM TITLE: Request from the Downtown Art Galleries to host an Art Walk, permission to serve alcohol, permission to waive the open container and public drinking ordinances on Friday, October 22, 2021
MEETING DATE: 8/24/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request	Backup Material	8/16/2021



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: August 12, 2021

SUBJECT: Request to Serve Alcohol and Waive Open Container and Public Drinking

On behalf of the downtown art galleries, we would like to respectfully request permission to conduct an Art Walk on October 22nd, 2021, from 4pm to 9pm in Downtown Beaufort. This free event is open to the public to enjoy an evening of art and includes extended shopping hours at participating locations. During this event, the galleries will be showcasing their artwork as well as offering demonstrations and free educational classes.

This event is to bring awareness and highlight the art galleries in the City of Beaufort.

Request of approval include:

- Permission to serve alcohol in identifiable cups.
- Permission to waive the Open Container and Public Drinking during the hours of 4pm to 9pm on the day of the event. Downtown art galleries will obtain an Alcohol Permit and liability insurance upon approval.

The request is being made with the understanding and agreement that if approved, the City reserves the right to modify or rescind or modify the terms of the request and or approval as they deem necessary due to the on-going Covid-19 pandemic.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/16/2021
FROM: Linda Roper, Downtown Operations and Community Services Director
AGENDA ITEM TITLE: Permission to host the 9/11 20th anniversary tribute in the Henry C. Chambers Waterfront Park on Saturday, September, 11, 2021. Request for use of the park and complimentary parking passes
MEETING DATE: 8/24/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Letter of Intent	Backup Material	8/16/2021



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: August 12, 2021

SUBJECT: Request for permissions related to the production and hosting of 2021 Community Events including: 9/11 Tribute, Halloween Celebration

Downtown Operations is requesting permission to host the 2021 9/11 Tribute in the Henry C. Chambers Waterfront Park on Saturday 9/11/2021. The tribute will be “expanded” through a collaboration with organizers including assistance from the Fire Department. Musical assistance will be provided by the Parris Island Marine Corps Band and the Beaufort Mass Choir. This event will start promptly at 7pm and end no later than 10pm.

Request for approval includes:

- Use of Henry C. Chambers Park from 3 PM-10 PM to accommodate the set up and tear down of activities.
- Permission to issue up to 20 complimentary parking passes to support event operations.

Halloween Celebration, Saturday October 30, 2021- 10 AM until 2 PM

Downtown Operations is requesting permission to host the annual Halloween Celebration in the Henry C. Chambers Park. This is a free event to the public that will include a DJ, games, inflatable bounce house activities, a costume parade and end with a trick or treating around the park to each sponsored table. Local schools and non-profits will be invited to sell concessions during this event.

Request for approval includes:

- Use of Henry C. Chambers Park from 9:00 AM– 3 PM to accommodate the set up and tear down of activities.
- Permission to issue up to 20 complimentary parking passes to paid sponsors to fulfill the benefit commitment of their sponsorship packages, as well as a limited number of parking passes, to support event operations.

The request is being made with the understanding and agreement that if approved, the City reserves the right to modify or rescind or modify the terms of the request and or approval as they deem necessary due to the on-going Covid-19 pandemic.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/16/2021
FROM: Linda Roper, Downtown Operations and Community Services Director
AGENDA ITEM TITLE: Permission to host the annual Halloween Celebration in the Henry C. Chambers Waterfront Park on Saturday, October 30, 2021. Request for use of the park and complimentary parking passes
MEETING DATE: 8/24/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request	Backup Material	8/16/2021



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: August 12, 2021

SUBJECT: Request for permissions related to the production and hosting of 2021 Community Events including: 9/11 Tribute, Halloween Celebration

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Request for approval includes:

- Use of Henry C. Chambers Park from 9:00 AM– 3 PM to accommodate the set up and tear down of activities.
- Permission to issue up to 20 complimentary parking passes to paid sponsors to fulfill the benefit commitment of their sponsorship packages, as well as a limited number of parking passes, to support event operations.

The request is being made with the understanding and agreement that if approved, the City reserves the right to modify or rescind or modify the terms of the request and or approval as they deem necessary due to the on-going Covid-19 pandemic.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/17/2021
FROM: Linda Roper, Downtown Operations and Community Services Director
AGENDA ITEM TITLE: Request for City Manager to enter into a contract with Beaufort County Magistrate Court for Administrative Services in Bond Court
MEETING DATE: 8/24/2021
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request	Backup Material	8/17/2021



CITY OF BEAUFORT

MEMORANDUM

TO: William A. Prokop, City Manager

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

DATE: August 17, 2021

SUBJECT: Request to Execute Contract with Beaufort County Magistrate Court for Administrative Services in Bond Court

Attached is a recently negotiated contract with the Beaufort County Magistrate to provide the Municipalities' administrative services for Bond Court for consideration.

The need for the City to enter this contract comes on the heels of several policy changes for the Municipal Court staff over the past couple of years because of the Chief Justice's court requirements, the implemented ACLU mandates, and the efficiency of post COVID court proceedings. The reduction of staff in FY20 and recent personnel changes, along with the requirement to staff Bond Court seven days a week, twice a day has challenged the Court to staff and process cases in an efficient manner.

The City's cost for the performance of these services to the Magistrate's office is \$17,629.00 and requires that all Municipalities enter into to the agreement. This figure was comprised from the annual total amount of City cases processed in Municipal Bond Court. This agreement promotes efficiency by utilizing the magistrate's dedicated bond court staff, while easing the Municipal Court staffing burden and takes advantage of the City/County IGA that was recently developed.

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BEAUFORT)

AGREEMENT FOR BOND COURT SERVICES

This Agreement is entered into by and between the Beaufort County (hereinafter County) and the following municipalities: the City of Beaufort, the Town of Bluffton, and the Town of Port Royal (collectively, the Municipalities) concerning the provision of administrative services and clerical services by the Beaufort County Magistrate’s Office (hereinafter Magistrate) for bond court involving Municipal cases:

WHEREAS, the Municipalities require staffing and administrative services for Bond Hearings at the Beaufort County Detention Center as outlined in Section 22-2-40(B) of the Code of Laws of South Carolina 1976 as amended; and

WHEREAS, the Municipalities desire to formalize an arrangement whereby the Magistrate will provide these clerical services at the Beaufort County Detention Center for the Municipalities.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Municipalities and County agree as follows:

1. Beaufort County Magistrate’s Office.

Magistrate, through its designated Bond Court staff, shall provide staff services at the Beaufort County Detention Center for the Municipalities for the following functions:

- a. Preparation of paperwork for bond hearings (including dockets, warrants, etc) that are presided over by Municipal Court Judge Ralph E. Tupper and Judge Mary Sharp in criminal matters.

- b. Preparation of the Release Orders of prisoners when proper and adequate bonds have been duly posted.
- c. Transfer (by mail to Bluffton and by delivery to Beaufort and/or Port Royal) within two days of any warrants and written or cash bonds to the appropriate Municipalities' Court, with appropriate transmittals and victim notification.
- d. Attend bond hearings and ensure the scheduling and timely commencement of bond hearings for the Municipalities;
- e. Disbursement of cash bond postings to the Municipalities (from Magistrate's Beaufort Office);
- f. Handle bond postings through Central Bond Court;
- g. Magistrate shall provide clerical services and support associated with the bond judge under this contract.

2. Consideration.

As consideration for the performance of these services, the City of Beaufort will pay \$4,407.25 quarterly; The Town of Bluffton will pay \$3,735.50 quarterly, and the Town of Port Royal will pay \$3,169.50 quarterly. Each Municipality will be billed quarterly by Magistrate. These fees shall remain constant through the Initial Term. The parties anticipate adjustment of these terms in FY2023 once post-Covid caseloads are normalized.

3. Term.

This agreement shall commence on October 1, 2021 and shall terminate on December 31, 2022 (the Initial Term). This agreement shall automatically renew for successive one-

year terms after the Initial Term unless written notice of termination is given by any party at least 60 prior to the end date of the current term.

4. Governed by South Carolina Law

This agreement has been made and entered into the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

5. Relationship between the Municipalities and the Beaufort County Magistrate's Office

The parties agree no employment or agency relationship of any nature shall be created by this agreement. Beaufort County Magistrate Bond Court clerks and other personnel shall not be considered agents or employees of the Municipalities, or any of them, for any purpose, and shall not be entitled to any salaries or fringe benefits that the Municipalities may provide to their own employees. All planning, organization, scheduling, direction, and supervision of Magistrate clerks and other personnel shall remain under the direction of Magistrate, Beaufort County, South Carolina Court Administration, and/or the South Carolina Supreme Court.

IN WITNESS WHEREOF, the Beaufort County and the Municipalities executed this Agreement on the dates set forth below.

BEAUFORT COUNTY

CITY OF BEAUFORT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

TOWN OF BLUFFTON

TOWN OF PORT ROYAL

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Witness: _____

Witness: _____



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/12/2021
FROM: Bill Prokop, City Manager
AGENDA ITEM TITLE: Resolution for the application of a MASC Grant for the South Coast Cyber Center
MEETING DATE: 8/24/2021
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Backup Material	8/17/2021



RESOLUTION

**RESOLUTION COMMITTING THE CITY OF BEAUFORT TO PROVIDING
A LOCAL MATCH FOR A MUNICIPAL ASSOCIATION OF SOUTH CAROLINA
HOMETOWN ECONOMIC DEVELOPMENT GRANT AND FOLLOWING ITS
PROCUREMENT POLICY WHEN SECURING SERVICES AND PRODUCTS WITH GRANT FUNDS**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEAUFORT, here assembled on this 24th day of August 2021, that the Council hereby commits to provide a local cash/in-kind match of at least \$3,750, which equals the minimum fifteen percent (15%) local match required by the Municipal Association of South Carolina, to support the City of Beaufort's application for a \$25,000 Hometown Economic Development Grant. These grant and local matching funds will be used for the South Coast Cyber Center project.

BE IT FURTHER RESOLVED that the Council will follow its procurement policy adopted in accordance with SC Code of Laws Section 11-35-50 when securing all services and products purchased with funds awarded from a Hometown Economic Development Grant.

This resolution is made in regard to the submission of an application for Hometown Economic Development Grant funds to the Municipal Association of South Carolina on or before September 24, 2021.

STEPHEN D. MURRAY III
Mayor
City of Beaufort, South Carolina

ATTEST: _____

TRACI GULDNER
City Clerk
City of Beaufort, South Carolina



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/17/2021
FROM: Kathy Todd
AGENDA ITEM
TITLE: Resolution on authorized signers for ARPA account
MEETING
DATE: 8/24/2021
DEPARTMENT: Finance

BACKGROUND INFORMATION:

In preparation for the receipt of American Rescue Program funds from the US Treasury via the State of South Carolina, the City has taken steps to create a new bank account dedicated for those funds. In addition, with the organizational changes within the City, the previous resolution contained Ivette Burgess, former City Clerk, as an authorized representative to sign checks and other banking documents for the City. In addition, Reece Bertholf has been promoted to Deputy City Manager and the additional authorized representative on banking matters of the City.

PLACED ON AGENDA FOR: Action

REMARKS:

Request that the City Council authorize the attached Resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Backup Material	8/17/2021

RESOLUTION

A Resolution authorizing signatures on checks and banking account documents of the City of Beaufort

WHEREAS, the City of Beaufort has various checking and banking accounts; and,

WHEREAS, all such checks, and checking and banking account documents require dual signatures of municipal officers; and

WHEREAS, William A. Prokop is the City Manager of the City of Beaufort; and,

WHEREAS, Reece W. Bertholf is the Deputy City Manager of the City of Beaufort; and

WHEREAS, Kathy M. Todd is the Finance Director of the City of Beaufort; and

WHEREAS, Ivette Burgess is no longer the City Clerk of the City of Beaufort;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Beaufort, in Council duly assembled and by authority of the same, that Ivette Burgess' authority is rescinded from authorization to sign checks and other banking documents for the City of Beaufort and that William A. Prokop, Kathy M. Todd and Reece W. Bertholf shall be authorized to sign checks and other banking documents for the City of Beaufort, until such authority is rescinded.

This 24th day of August 2021.

STEPHEN D. MURRAY III
Mayor
City of Beaufort, South Carolina

ATTEST: _____
TRACI GULDNER
City Clerk
City of Beaufort, South Carolina



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/12/2021
FROM: Traci Guldner, City Clerk
AGENDA ITEM
TITLE: Reappointments to Boards and Commissions
MEETING
DATE: 8/24/2021
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Reappointment of Kathryn Mixon to the Cultural District Advisory Board as Beaufort History Museum's representative for a 3 year term to expire June 30, 2024.

Reappointment of Lisa Sundrla to the Cultural District Advisory Board as Historic Beaufort Foundation's representative for a 3 year term to expire June 30, 2024.

PLACED ON AGENDA FOR: Action

REMARKS: