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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
September 13, 2022

STATEMENT OF MEDIA NOTIFICATION

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

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

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

I. CALL TO ORDER

A. Stephen D. Murray III, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mayor Pro Tem, Mike McFee

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Proclamation proclaiming September 17 - 23, 2022, as Constitution Week

IV. PRESENTATIONS

A. City of Beaufort Municipal Achievement Award Presentation by Ashley Kellahan, Municipal Association of South Carolina Field Services Manager

V. PUBLIC COMMENT

VI. PUBLIC HEARING

A. Washington Street Park Improvement Project

VII. MINUTES

A. Worksession and Regular Meeting - August 23, 2022

VIII. OLD BUSINESS

- A. FY 2022 Budget Amendments - 2nd Reading
- B. Ordinance authorizing the City Manager to enter into a Sales Contract and other documents for the sale of Parcel Number R120 004 000 0659 0000 located at 1505 North Street to Beaufort County - 2nd reading
- C. Ordinance amending Part 6, Chapter 4, of the City of Beaufort Code of Ordinances to adopt the text changes recently enacted by Beaufort County to Chapter 14, Article II (Animal Control) of the Beaufort County Ordinances - 2nd reading

IX. NEW BUSINESS

- A. Resolution for the Washington Street Park Improvement Project
- B. Request for Co-Sponsorship from Dragon Boat Beaufort for use of the Henry C. Chambers Park and Day Dock to host Dragon Boat Race Day 2023 on Saturday, June 24, 2023
- C. Request from Madison's Miracles, Inc. to host a 5K on Saturday, June, 10, 2023, with street closures from 7:45 am to 9:30 am
- D. Request from Holy Trinity for Wavier of Food Truck Ordinance during the Swing Bridge 5K on Saturday, October 15, 2022, between 7:30 AM to 10:30 AM
- E. Request from J.P. Signature Group for Food Truck Ordinance Waiver to allow Food Trucks in the Marina Parking Lot during Movie in the Park Event on Saturday, October 15, 2022, from 7:30 PM to 9:30 PM
- F. Request from Help of Beaufort to host the Firecracker 5K with street closures from 7:45 AM to 9:30 AM on Tuesday, July, 4, 2023
- G. Request from Beaufort Railroaders for ten (10) Complimentary Parking Spaces at 500 Carteret Street during the December Railroad Event, December 11-18, 2022
- H. Request for a Public Assembly for Historic Beaufort Foundation to host the 2022 Fall Festival of Houses & Gardens on October 22 & 23, 2022
- I. Request from Downtown Operations to use the Henry C. Chambers Park and provide up to five (5) complimentary parking passes to host a holiday themed concert on Saturday, December 10, 2022, from 1:30 PM to 3 PM
- J. Authorization to allow the City Manager to enter into a contract and other documents for the Engineering and Design Services for Phase 1 of Southside Park construction
- K. Authorization to allow the City Manager to enter into an Intergovernmental Agreement regarding Affordable Housing

X. REPORTS

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

XI. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/24/2022
FROM: Traci Guldner, City Clerk
AGENDA ITEM TITLE: Proclamation proclaiming September 17 - 23, 2022, as Constitution Week
MEETING DATE: 9/13/2022
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Missy Thorpe of the Daughters of the American Revolution requested the reading of the proclamation for Constitution Week. This will be accepted by Gail Newton, Regent of the chapter.

PLACED ON AGENDA FOR: *Action*

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Backup Material	8/24/2022



PROCLAMATION

WHEREAS, September 17, 2022, marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week, and

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 13th day of September 2022.

STEPHEN D. MURRAY III, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/29/2022
FROM: Barbara Johnson, Lowcountry Council of Governments
AGENDA ITEM TITLE: Washington Street Park Improvement Project
MEETING DATE: 9/13/2022
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Barbara Johnson, Lowcountry Council of Governments, Community and Economic Development Specialist will be discussing the Washington Street Park Improvement Project.

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Public Hearing Notification	Backup Material	8/30/2022

City of Beaufort
CDBG Notice of Public Hearing Concerning Application

NOTICE IS HEREBY GIVEN that on Tuesday, September 13, 2022, at 7:00 p.m. in the Beaufort City Hall, 1911 Boundary Street, Beaufort, SC, the City of Beaufort will hold a public hearing concerning an application to be submitted to the South Carolina Department of Commerce, Grants Administration on or about September 30, 2022, for a Community Development Block Grant. The City of Beaufort is requesting approximately \$250,000 to carry out the following activities:

The City of Beaufort is proposing to use \$250,000 in CDBG funds and \$25,000 in local funds with an additional investment of \$650,879 to make improvements at the Washington Street Park located at 1003 Washington Street in the city. This project will benefit the entire City of Beaufort (11,770 persons, 51.66% LMI).

This public hearing will be conducted electronically via Zoom:

<https://us02web.zoom.us/j/84439444483?pwd=RzgxR3BFL0J4MENISFRUc3d3TWJmZz09>

Passcode: 695344

Or One tap mobile :

US: +13126266799,,84439444483# or +16469313860,,84439444483#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 669 900 6833 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 386 347 5053 or +1 564 217 2000 or +1 669 444 9171

Webinar ID: 844 3944 4483

International numbers available: <https://us02web.zoom.us/j/84439444483?pwd=RzgxR3BFL0J4MENISFRUc3d3TWJmZz09>

Livestream on Facebook:

www.facebook.com/CityBeaufortSC/

This public hearing and the matters to be discussed are subject to the provisions of City'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 and the application are available for review at Beaufort City Hall, during regular business hours. 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) 473-3951.

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 persons, upon request.



City Council Worksession

Meeting Minutes – Planning Conference Room – 1st Floor

August 23, 2022

I. CALL TO ORDER

5:01 PM

Mayor Stephen D. Murray III

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

II. EMPLOYEE NEW HIRE RECOGNITION

A. Community and Economic Development Department.

Rico Giani, Interim Community and Economic Development Director introduced Heather Stephenson.

B. Court and Legal.

Sarah Farrow, Municipal Court Clerk, introduced Ashley Chavez.

C. Police Department.

Dale McDorman, Police Chief, introduced Erik Esenaliev and Ray Palmer.

D. Fire Department.

Tim Ogden, Fire Chief, introduced Randy Ocker and Curtis Yockey.

III. PRESENTATION

A. Safe Harbor - Downtown Marina Redevelopment Project.

David Rogers, Regional Vice President with Safe Harbor, went over the second draft of the Downtown Marina Expansion and stated there are plenty more conversations to come. This will be a replacement of the existing structure, as well as an expansion. A new fuel area will be added on the main dock. Applied Technology Management Group helped with the design. There are approximately 75 slips at the marina, and the expansion would take that number to 181. The gangways must be ADA compliant. Ten of the existing mooring areas would need to be removed to allow for the expansion. The docks are angled to allow for easy entry and exit with the currents. The estimated costs of this project have doubled since its inception. The estimated cost with this design, would be close to 14 million dollars.

Councilman Cromer would like to see some aerial views from above, and views from the bluff to see what views this expansion would block. He also asked about the Welcome Center and if it will be one or two stories. Mr. Rogers said it will be one. He also inquired about parking and was told that DHEC requires one space for every three slips.

Councilman Lipsitz wants to see the marina prosper but feels this is excessive for downtown. He does not want views to be obstructed.

Councilman Mitchell, inquired about the additional parking. Wants to know how this expansion will impact the shortage of parking that already exists.

Bill Prokop, City Manager, said the existing parking lot can be reconfigured to add an additional 70 to 80 parking spaces.

Mayor Murray, believes expansion is warranted and he is supportive, but shares the concerns about adding 106 new slips. The Mayor said that additional answers to some questions are required, but that City Council will provide direction to city staff.

A copy of the draft is attached to these minutes.

IV. DISCUSSION ITEMS

A. Status on Affordable Housing Trust.

Bill Prokop, City Manager, started off by saying that the local municipalities have been working with Beaufort County. There are still a few concerns. One of them is the operation of the Affordable Housing Trust. It was agreed that one representative will serve a two-year term from each municipality and Beaufort County. This representative cannot be an elected official or a staff member. Inquired about the functions of the board. It was decided that it would be a managing board. They would need to adopt bylaws, determine how the process will work, and how does someone qualify.

Second concern is if proper procurement procedures were followed to select a fiscal agent. Community Works, a non-profit out of Greenville/Spartanburg was selected.

Third concern is funding. Should it be based on 3 percent of the ARPA funds that each municipality received, or should it be based on population in each municipality. It was agreed that the initial payment would be based on the ARPA funding. For the City of Beaufort, the initial payment will be \$200,671.00. Then subsequent payments would stay near \$30,000.00. Total to be paid is \$518,548.00 over a 10-year period.

Councilman Cromer asked if there would be an Executive Director or would Community Works be managing everything. He inquired what the cost per year would be to hire them to oversee this trust.

Councilman Lipsitz, shared concern that if we were to join this, what would stop them from building everything in one location. Councilman Cromer shared his concerns since property is cheaper South of the Broad.

Mayor Pro Tem, McFee, stated that you need to look where the workforce needs are the greatest.

Mayor Murray hopes that projects are measured objectively, and that priority is given to areas where the jobs are.

Mr. Prokop stated that we have 5 new housing developments that have all been approved for funding for affordable housing in our area. These projects are separate from the Affordable Housing Trust.

B. Status on County Impact Fees.

Bill Prokop, City Manager, stated that a draft on Impact Fees was just received from Beaufort County. There are several issues that are still of concern. Beaufort County is insisting that EMS Impact Fees be collected. The city will not be doing this since we provide our own services. Mr. Prokop stated that none of the Impact Fees collected comes to the city. They all go to Beaufort County. The Impact Fees are Library, Parks and Recreation, and Transportation. An example given with today's Impact Fee rates were based on building a 1,500 square foot home. The cost right now would be \$880.00. This same square footage home, with the new proposed rates, would cost roughly between \$4,000.00 and \$6,000.00. There is a waiver that can be applied for to exclude these Impact Fees when building affordable housing.

Mr. Prokop stated that they still have not seen the Capital Improvement Projects list. Wants to make sure that the items the city submitted are included. He also spoke about Transportation Project needs.

Mayor Murray reported that the Town of Hilton Head, and the Town of Bluffton, are no longer interested in collecting the Impact Fees. He wants to see the city continue to collect the fees and send them to the County to make it an easy process.

Mr. Prokop also stated that there is concern regarding language in the draft that says the County can automatically increase the cost of the Impact Fees based on construction costs from the previous year. Another concern is the effective date. The draft has the effective date being the date that County Council passes it. We have pushed for 90 days to start collecting the fees once it has been passed by the County.

Councilman Mitchell inquired if we were collecting any Impact Fees at this time. To that, the answer is yes, Transportation, and Park Impact Fees. The City also has its own Fire Impact Fee in place.

V. **ADJOURN**

6:58 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). Any questions, please contact 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

August 23, 2022

I. CALL TO ORDER

7:07 PM

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, Mike McFee.

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Proclamation proclaiming August 17 - 24, 2022, as USCB Sand Shark Week.

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

All were in favor, motion carried.

B. Resolution recognizing the accomplishments of Chief Warrant Officer 3 Mark Pellon and the Parris Island Marine Band.

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

All were in favor, motion carried.

C. Resolution commending Witt Cox for serving on the Design Review Board.

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

All were in favor, motion carried.

D. Resolution commending Stacey Applegate for serving on the Historic District Review Board.

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

All were in favor, motion carried.

E. Resolution commending Mike Tomy for serving on the Metropolitan Planning Commission.

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

All were in favor, motion carried.

F. Resolution commending Josh Gibson for serving on the Zoning Board of Appeals.

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

All were in favor, motion carried.

G. Resolution commending Tim Wood for serving on the Zoning Board of Appeals.

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

All were in favor, motion carried.

IV. PUBLIC COMMENT

Patrick Canning, City of Beaufort, would like to see more restrictions regarding roosters in the city limits.

Alan Eisenman, Finance Director, reported that the City of Beaufort received the Government Financial Officers Association Certificate of Achievement Award for Excellence in Financial Reporting.

Josh Scallate, Mossy Oaks, introduced himself and announced that he is running for City Council.

V. MINUTES

A. Special Worksession and Special Meeting - June 21, 2022.

B. Regular Meeting - June 28, 2022

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

Minutes approved as presented.

VI. NEW BUSINESS

A. Request from USCB Center for the Arts to host Women's Wellness Retreat 5K on Saturday, March 4, 2023, from 7:45 am to 10:00 am.

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

All were in favor, motion carried.

B. Request from Lowcountry Habitat for Humanity to host Firecracker 5K on Tuesday, July 4, 2023, from 7:45 am to 9:30 am.

Motion to table this discussion was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.

All were in favor, motion carried.

C. Request from Beaufort County Veteran's Affairs to host Veteran's Day Parade and street closures on Friday, November 11, 2022, from 9:00 am to 12:00 pm.

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

All were in favor, motion carried.

D. Request from Benjamin Whitmore to host Helping Heroes 5K on Saturday, November 12, 2022, from 7:45 am to 9:30 am.

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

All were in favor, motion carried.

- E. Request from Beaufort County Library for Co-Sponsorship for use of the Henry C. Chambers Park to Host Friends of Beaufort Library Fall Book Sale, November 4 - 6, 2022, request for overnight camping in the park, and 10 complementary parking spaces.

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

All were in favor, motion carried.

- F. Request from Open Land Trust for street closure, waiver of Drinking in Public and waiver of Noise Ordinance to host Brunch on the Bluff on Saturday, April 22, 2023, from 10:30 am to 2:30 pm.

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

All were in favor, motion carried.

- G. Request for waiver of Ordinances for Drinking in Public and Consumption of Alcohol in the Henry C. Chambers Park for a private wedding reception on Saturday, April 22, 2023, from 6:00 pm to 8:30 pm.

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

All were in favor, motion carried.

- H. Request for Co-Sponsorship from Beaufort Area Hospitality Association for use of the Henry C. Chambers Park, request for permission to sell alcohol, waiver of Drinking in Public and Noise Ordinances to host The Beaufort Oyster Festival, January 21 - 22, 2023.

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

All were in favor, motion carried.

- I. FY 2022 Budget Amendments - 1st reading.

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

Alan Eisenman, Finance Director, went over the four budget amendments.

All were in favor, motion carried.

- J. Ordinance authorizing the City Manager to enter into a Sales Contract and other documents for the sale of Parcel Number R120 004 000 0659 0000 located at 1505 North Street to Beaufort County - 1st reading.

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

Bill Prokop, City Manager, stated that this is the paved parking lot by the old Federal Courthouse. It is being sold to Beaufort County for \$630,000. Closing will be on or before November 30, 2022. Mr. Prokop also stated that they would like to utilize these funds for Southside Park improvements, instead of putting the funds into Land Acquisitions revenue.

All were in favor, motion carried.

- K. Ordinance amending Part 6, Chapter 4, of the City of Beaufort Code of Ordinances to adopt text changes recently enacted by Beaufort County to Chapter 14, Article II (Animal Control) of the Beaufort County Ordinances - 1st reading.

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

Tallulah McGee, Director of Beaufort County Animal Services, went over some of the text amendments to the Beaufort County Animal Control Ordinance. These changes were adopted by Beaufort County on April 11, 2022.

Mayor Murray would like to see Beaufort County Animal Services work with the City of Beaufort on some suggested ordinance changes regarding roosters in the city limits.

Dale McDorman, Police Chief, has no issues with the changes.

All were in favor, motion carried.

L. Resolution to adopt the Southern Lowcountry Stormwater Design Manual.

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

Reece Bertholf, Deputy City Manager, stated that by ordinance the Beaufort Development Code was adopted and in section 8.3.3.A, it directs the Stormwater Engineers to what manual they should be using. This resolution will point them to the updated Southern Lowcountry Stormwater Design Manual.

Jason Hetrick, Assistant Director of Water Resources with McCormick Taylor, spoke about the implementation of the guidelines.

Jessie White, Coastal Conservation League, spoke on this topic.

Katie Herrera, Beaufort County, thanked the city for working on the implementation of the manual.

All were in favor, motion carried.

VII. REPORTS

City Manager's Report

Reported that engineering is underway for our stormwater projects in downtown, Allison Road, and Calhoun Street. Engineering is also being done on the parallel road project off Boundary Street.

He asked for the public's help in keeping items out of the stormwater drains, so they can drain properly.

Thanked the 5 candidates who are running for City Council in the upcoming election.

Stated that at the end of the year, Beaufort Jasper Water and Sewer Authority will no longer be billing for recycling/trash services for the city. Capital Waste will be billing the citizens directly. Over the next few months, directions will be given on how to set up accounts with Capital Waste.

Saturday, August 27, 2022, from 10:00 am until 2:00 pm, the Watermelon Sip N Stroll will be taking place downtown.

The Parish Church of Beaufort, 505 Church Street, will be hosting a Patriot's Day celebration on Sunday, September 11, 2022, starting at 5:00 pm.

Reminded citizens that First Friday will take place downtown on September 2, 2022.

The City of Beaufort offices will be closed on Monday, September 5, 2022, for the Labor Day holiday.

Reported that the City of Beaufort was awarded the South Carolina Municipal Association Achievement Award for the Mossy Oaks Stormwater project. Neal Pugliese and Kathleen Williams accepted the award at the MASC annual meeting this past July.

The Finance Department was recognized by the Government Financial Officers Association for Excellence in Financial Reporting for the year ending June 30, 2021.

Reported that a resident requested a demolition permit for a non-contributing structure. The vote from the Historic District Review Board ended in a tie. Code allows the director to make the determination in this case, and permission was granted for the resident to proceed.

Stated that City Hall, and the Police/Municipal Court buildings were struck by lightning on July 14, 2022, damaging the air conditioning units and electrical systems. What was initially estimated to be about \$30,000 worth of damage, is now over \$100,000. This will be covered by insurance.

Mayor's Report

Reported that there are 76 days until election day. He thanked the 5 candidates for offering their service.

Stated he had received a number of complaints in the Mossy Oaks area when we experienced a high amount of rain in a short time period. He thanked Public Works for responding to these concerns in a timely manner.

Congratulated the Director of the Beaufort County School District for getting all kids back to school safely.

Congratulated Michell Sackman, Beaufort Elementary School Principal, on being named Elementary Principal of the Year.

Stated that he and Councilman Lipsitz attended the Southern Lowcountry Regional Board Meeting today. They celebrated their 5-year anniversary.

Reported that he and the City Manager, Bill Prokop, attended the University of South Carolina Beaufort (USCB) Convocation last week.

The Beaufort Digital Corridor is hosting Cyber Security Classes. Great way to get an introduction to Cyber Security.

Reported he attended a Beaufort County Economic Development Corporation Board meeting. He encouraged everyone to drive through the Commerce Park to see the construction that is taking place.

Thanked Linda Roper, Downtown Operations and Community Services Director and other team members on the completion of the Landing Pad located at 500 Carteret Street.

Councilman Mitchell

Thanked Karl Puckett with the Beaufort Gazette, for bringing attention to a story regarding a Summer Camp that took place at the Charles Lind Brown Center through Beaufort County Parks and Recreation. This was for Beaufort County Employees only. He was disappointed to find out that this was not open to the public.

He is looking forward to his continued work with Beaufort County to enhance the facility.

Mayor Pro Tem, McFee

Invited everyone to go to the Local Area Transportation Study (LATS) website and look at the I-95 widening project that will take place from the Georgia/South Carolina State line to Highway 278 (Exit 8). The project has been funded. There is a survey asking for public input.

On September 2, 2022, cast members from the Guys and Dolls will be putting on a program during the First Friday event. The play is running at the University of South Carolina Beaufort on September 16 - 17, 2022, and September 23 - 24, 2022.

Councilman Lipsitz

Nothing to report.

Councilman Cromer

Reported that during the search for Stuarts Town which took place August 8, 2022, - August 12, 2022, they were able to do 117 shovel tests in 4 parks and 16 private properties. A few of the properties look very promising. Three centuries worth of artifacts were found.

There will be a symposium on Saturday, February 4, 2023, from 1:00 pm to 5:00 pm at the USCB Performing Arts Center to talk about their findings.

VIII. EXECUTIVE SESSION

Councilman Cromer made a motion to go into Executive Session and seconded by Mayor Pro Tem, McFee.

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

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

No actions from Executive Session.

IX. ADJOURN

9:59 PM

Motion to adjourn was made by Councilman Cromer and seconded by Councilman Mitchell

All were in favor, motion carried.

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). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at tguldner@cityofbeaufort.org.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/24/2022
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: FY 2022 Budget Amendments - 2nd Reading
MEETING DATE: 9/13/2022
DEPARTMENT: Finance

BACKGROUND INFORMATION:

Fiscal year 2022 Budget Amendments.

First reading was held on August 23, 2022.

PLACED ON AGENDA FOR: *Action*

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Budget Amendments	Backup Material	8/24/2022

1. To record state and federal grants received in FY22, but not included in original budget.

Account #	Account Type	Department/Fund	Description	Increase to Budget
155012-4882	Revenue	General Fund	State Grant	(23,049)
154512-4879	Revenue	General Fund	Federal Grant	(113,758)
15451-5000	Expenditure	Fire	Personnel	6,461
15451-5002	Expenditure	Fire	Personnel Overtime	63,871
15451-5041	Expenditure	Fire	Professional Education	41,426
15451-5102	Expenditure	Fire	Contractual Services	2,000

2. To record property insurance received in FY22, but not included in original budget.

Account #	Account Type	Department/Fund	Description	Increase to Budget
15502-5278	Expenditure	Public Works	Signs	28,418
15401-5242	Expenditure	Police	Lease Vehicle	29,770
151512-4714	Revenue	General Fund	Insurance	(123,054)

3. To record increase in residential garbage collection in FY22.

Account #	Account Type	Department/Fund	Description	Increase to Budget
155512-4310	Revenue	General Fund	Garbage Residential	(234,239)
15551-5102	Expenditure	Public Works	Contractual Services	234,239

4. To record increase in business license and building permits collection in FY22.

Account #	Account Type	Department/Fund	Description	Increase to Budget
153012-4202	Revenue	General Fund	Building Permits	(649,000)
151512-4100	Revenue	General Fund	Business Licenses	(1,400,000)



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/24/2022
FROM: Bill Prokop, City Manager
AGENDA ITEM TITLE: Ordinance authorizing the City Manager to enter into a Sales Contract and other documents for the sale of Parcel Number R120 004 000 0659 0000 located at 1505 North Street to Beaufort County - 2nd reading
MEETING DATE: 9/13/2022
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Property being sold to Beaufort County for \$630,000.
Closing will take place on or before November 30, 2022.

First reading was held on August 23, 2022.

PLACED ON AGENDA FOR: *Action*

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	8/24/2022
Sales Contract	Backup Material	8/24/2022

ORDINANCE

Authorizing the City Manager to Enter into a Sales Contract and other Documents for the sale of Parcel number R120 004 000 0659 000 located at 1505 North Street to Beaufort County

WHEREAS, The City of Beaufort (City) owns property throughout the City which it wishes to sell; and,

WHEREAS, Beaufort City Council has chosen to dispose of the real property belonging to the City with no current or foreseeable use; and,

WHEREAS, the parcel located at 1505 North Street has no current or foreseeable use by the City, and is currently being used in part for parking by the Beaufort County Sheriff's Office, which has its offices located directly across North Street; and,

WHEREAS, Beaufort County has expressed interest in purchasing the parcel located at 1505 North Street per the proposed Sales Agreement attached hereto and incorporated herein; and,

WHEREAS, Beaufort County is willing to pay the amount negotiated between two appraisals performed by the parties, with a closing to occur on or before November 30, 2022; and,

WHEREAS, Beaufort City Council finds that it is in the best interest of the City to sell unused property, and to cooperate with Beaufort County to realize the highest and best governmental use of this property; and,

WHEREAS, if the parcel is not sold, the City will continue to pay property taxes and be responsible for maintaining the property:

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Beaufort, South Carolina, in Council duly assembled, and by the authority of the same, that the City Manager shall be authorized and empowered to enter into a Sales Agreement attached hereto, or a similar modified document, and to sign the Deed and other necessary documents for the following transaction:

The Sale of Parcel number R120 000 000 0659 0000, located at 1505 North Street, by the City of Beaufort to Beaufort County, for the sum of six hundred thirty thousand dollars (\$630,000).

This Ordinance shall be effective upon adoption.

STEPHEN D. MURRAY, III, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1ST Reading _____

2nd Reading and Adoption _____

Reviewed by: _____

WILLIAM B. HARVEY, III, CITY ATTORNEY

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**AGREEMENT TO SELL AND
PURCHASE REAL PROPERTY**

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY ("Agreement") made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between **CITY OF BEAUFORT** (the "Seller") and **BEAUFORT COUNTY**, a subdivision of the State of South Carolina (the "Purchaser"); hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto have had preliminary discussions with regard to the sale and purchase of certain real property located in Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said real property.

NOW THEREFORE, in consideration of the real property and of the mutual promises and covenants herein contained the Parties agree as follows:

1. **REAL PROPERTY.** The Seller agrees to sell and the Purchaser agrees to purchase the real property with the address of **1505 North Street, Beaufort, SC 29902**, also currently identified as **TMS No. R120 004 000 0659 0000** and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of Seller in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property; collectively hereinafter the "Property".

2. **CONSIDERATION / PURCHASE PRICE.** The purchase price of the Property shall be Six Hundred Thirty Thousand and XX/100 (\$630,000.00) Dollars and for any other valuable consideration as described in this Agreement ("Purchase Price").

4. **CONVEYANCE AND DUE DILIGENCE PERIOD.** The Purchaser shall perform all due diligence on the Property no later than thirty (30) days from the Effective Date, hereinafter referred to as "Due Diligence". The Purchaser shall be solely responsible for any costs associated with Due Diligence.

a) Conveyance of Real Property/Title. Conveyance shall be made subject to all easements, encumbrances (but not liens), covenants, conditions and restrictions of record (provided they do not make the title unmarketable), to all governmental statutes, ordinances, rules and regulations and to all matters that would be disclosed by a current and accurate survey and inspection of the Property. Title to the Property shall be conveyed to the Purchaser by general warranty deed. Seller agrees to convey marketable title, free and clear of all liens and encumbrances.

Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during Due Diligence. Seller shall have thirty (30) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all

of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

b) Property Sold "As Is". Purchaser acknowledges that the Property is being sold "as is", and that Purchaser has the opportunity to perform a full examination of the Property prior to the Closing Date. The Purchaser shall not make any request to perform any tasks on the property, including but not limited to, removing vegetation or clearing the Property of any timber.

c) Inspection. Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the property prior to Closing Date. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property. Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, and survey. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Agreement.

7. **CLOSING**. The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys its interest in the Property in the form of a general warranty deed to Purchaser.

a) Closing Date. The Closing shall occur on or before November 30, 2022 ("Closing Date") at the offices of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any and all years prior to 2022 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax may be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

c) Roll-back Taxes. Should any roll-back taxes become due after the Closing Date, Purchaser shall be responsible for the immediate payment of all rollback taxes assessed from the Closing Date forward.

8. **BROKERAGE FEES**. Seller represents that the Property is not subject to a listing contract with any real estate broker. Purchaser represents that the transaction is not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

9. **DELIVERY OF DOCUMENTATION**. Seller shall deliver to Purchaser at or before the Closing Date (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) General Warranty Deed. A general warranty deed satisfactory in form and substance to counsel for Purchaser, conveying fee simple title to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein.

10. **CONDITIONS PRECEDENT**. Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller's

representation that as of the Closing Date the warranties and representations of Seller shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

11. **DEFAULT.** If either Party fails to perform any provision of this Agreement, the other Party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller's obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties shall execute a written release of the other from this Agreement. The Parties agree to cooperatively pursue their obligations set forth herein in good faith.

12. **NOTICES.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser; or (2) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

<i>To Seller:</i> City of Beaufort Attn: City Manager _____ Email: wprokop@cityofbeaufort.org Phone: _____	<i>With Copy to:</i> _____ _____ _____ Email: _____ Phone: _____
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<i>To Purchaser:</i> Beaufort County Attn: County Administrator Post Office Box 1228 Beaufort, SC 29901-1228 Email: egreenway@bcgov.net Phone: 843-255-2023	<i>With Copy to:</i> Beaufort County Attn: County Deputy Attorney Post Office Box 1228 Beaufort, SC 29901-1228 Email: bward@bcgov.net Phone: 843-255-2055
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15. **NO JOINT VENTURE.** It is understood and agreed between the Parties hereto that this is an agreement for the sale and purchase of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

16. **ENTIRE AGREEMENT.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. **BINDING NATURE AND ASSIGNMENT.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

18. **COUNTERPARTS.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

19. **SEVERABILITY.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

20. **AMENDMENT.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

21. **AUTHORITY.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

22. **GOVERNING LAW.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement; and, of any personal guarantees given in connection with this Agreement.

23. **TIME IS OF THE ESSENCE.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both parties agree in writing to a reasonable extension.

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:

SELLER:

William Prokop
City of Beaufort Manager

WITNESSES:

PURCHASER:

Eric L. Greenway
Beaufort County Administrator

Exhibit "A"

PROPERTY DESCRIPTION

TMS No. R120 004 000 0659 0000



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/24/2022
FROM: Bill Prokop, City Manager
AGENDA ITEM TITLE: Ordinance amending Part 6, Chapter 4, of the City of Beaufort Code of Ordinances to adopt the text changes recently enacted by Beaufort County to Chapter 14, Article II (Animal Control) of the Beaufort County Ordinances - 2nd reading
MEETING DATE: 9/13/2022
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

First reading was held on August 23, 2022.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	8/24/2022

ORDINANCE

AMENDING PART 6, CHAPTER 4, OF THE CITY OF BEAUFORT CODE OF ORDINANCES TO ADOPT THE TEXT CHANGES RECENTLY ENACTED BY BEAUFORT COUNTY TO CHAPTER 14, ARTICLE II (ANIMAL CONTROL) OF THE BEAUFORT COUNTY ORDINANCES

WHEREAS, by Ordinance O-26-16, adopted July 26, 2016, Beaufort City Council repealed Part 6 Chapter 4 Articles A & B, Sections 6-4001 through 6-4029 of the City of Beaufort Code of Ordinances; and, adopted by reference Chapter 14, Article II (Animal Control) of the Beaufort County Ordinances; and,

WHEREAS, attached to Ordinance O-26-16 was a copy of the Beaufort County Ordinance for the language of the new ordinance; and,

WHEREAS, by Ordinance 2022/22, adopted on April 11, 2022, Beaufort County Council enacted an amendment to Chapter 14 Article II (Animal Control) of the Beaufort County Ordinances, with certain text changes; and,

WHEREAS, Beaufort City Council desires to have an animal control ordinance that remains consistent throughout Beaufort County; and,

WHEREAS, Beaufort City Council finds that it is in the best interest of the City of Beaufort and its citizens to adopt the new County Ordinance and its text changes;

NOW THEREFORE, BE IT ORDAINED, by the Beaufort City Council, in council duly assembled, and by authority of the same, that the Beaufort County Ordinance 2022/22, which is attached hereto and incorporated herein, shall be substituted for and as, and shall hereafter constitute the new Part 6, Chapter 4, of the City of Beaufort Code of Ordinances, as fully and completely as if the same were set forth herein verbatim.

This Ordinance shall become effective immediately upon adoption.

Stephen D. Murray III, Mayor

Traci Guldner, City Clerk

1st Reading

2nd Reading and Adoption

Reviewed by

William B. Harvey, III, City Attorney

ORDINANCE 2022 / 22

AN ORDINANCE AMENDING CERTAIN TEXT IN THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 14: ANIMALS

WHEREAS, Beaufort County ("County") established Chapter 14 of the Beaufort County Code of Ordinances, referred to as the Animal Control Ordinance, in 2010;

WHEREAS, the County recommends that certain text amendments be made to Chapter 14 in order to better address the health and safety of Beaufort County citizens and visitors;

WHEREAS, the deleted text is struck through and the added text is underlined in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Beaufort County Council finds it appropriate and in the best interests of its citizens and visitors to amend the text as shown in Exhibit A.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council, at a duly assembled meeting, hereby approves certain text amendments to Chapter 14 of the Beaufort County Code of Ordinances as described in Exhibit A, attached hereto and incorporated herein by reference.

Adopted this 11th day of April 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
Joseph Passiment, Chairman

ATTEST:


Sarah W. Brock, Clerk to Court

First Reading: March 14, 2022 Vote: 11/0

Second Reading: March 28, 2022 Vote: 11/0

Public Hearing: April 11, 2022

Third Reading: April 11, 2022 Vote: 10/0

ARTICLE II. - ANIMAL CONTROL¹²¹

Sec. 14-27. - Definitions.

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

Abandonment shall mean to desert, forsake, or intend to give up absolutely a pet or livestock without securing another owner or without providing for adequate food, water, shelter, and care. An animal is considered abandoned when it has been left unattended for 24 hours.

Animal shall mean a live vertebrate creature except a human being.

BCAS shall mean Beaufort County Animal Services.

BCAS director shall mean any person so appointed by the county administrator.

BCAS facility shall mean any facility so designated by the county council for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under the authority of this chapter.

BCAS officer shall mean any person employed by the county as an enforcement officer of the provisions of this chapter.

Breeder shall mean any person owning unaltered pets with the intent of selling pets' offspring.

County Administrator shall mean the individual in the said position or its assignee or designee.

Domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were historically domesticated for human companionship and service.

Dub shall mean to trim or remove.

Feral shall mean any animal that was domesticated at one time, but now lives in the wild or a controlled colony, or that have been born in the wild and have not been domesticated.

Infraction shall mean a breach, violation, or infringement of this chapter for which the only sentence authorized is a fine and which violation is expressly designated as an infraction. Infractions are intended to carry a civil penalty without the possibility of jail and thus are non-criminal in nature.

Kennel shall mean a small shelter for a dog, cat or other animal.

Livestock shall mean all classes and breed of animals, domesticated or feral, raised for use, sale or display.

Muzzle shall mean a guard, typically made of straps or wire, fitted over part of an animal's face to stop it from biting or feeding.

Non-domestic shall mean any animal which shares the genetic makeup and/or physical appearance of its ancestors, which were not historically domesticated for human companionship and service.

Nuisance shall mean a pet or livestock that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

Owner shall mean any person who:

- (1) Has a property right in an animal;
- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her for three or more days.

Pet shall mean any animal, which may be legally held as a pet by a private citizen without special permit or permission; i.e., dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

Pit Bull shall mean any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog, American Bully, Cane Corso, or any dog that exhibits physical characteristics

which predominantly conform to the standards established by the American Kennel Club (AKC), United Kennel Club (UKC), or American Dog Breeders Association (ADBA) for any of the above breeds.

Provocation shall mean an intentional action or statement made to incite anger, aggression, annoyance or a violent response.

Serious injury shall mean death or any physical injury that results in severe bruising, muscle tears, or skin lacerations requiring sutures or other professional medical treatment or requires corrective or cosmetic surgery.

Shelter shall mean a structure made of durable material with four walls, a roof, and floor that allows retention of body heat and is of suitable size to accommodate the animal and will reasonably be expected to protect the animal from physical suffering or impairment of health due to exposure to the elements or adverse weather.

Tethering shall mean a chain, rope, leash, cable, or other device that attaches the pet via a collar or harness to a single stationary point.

~~*Strict voice control* shall mean demonstrable control or governance of the behavior of any animal as if such animal were controlled by a leash. However, when an animal destroys or damages any property, attacks, threatens to attack, or interferes with any person in any manner, becomes a nuisance, or strays onto the private property of another, there shall be a presumption of law that the animal was not under strict voice control.~~

Unaltered shall mean a pet which has not been spayed or neutered.

~~*Under restraint* shall mean when an animal is prevented from freedom of movement or action; and is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device. ~~when any pet that is off the property of the owner is controlled by a leash; is within the property limits of its owner and is confined by fence, chain, or other appropriate measure; or confined by fence, chain, or other appropriate measure within the property of another with permission of the person in control of the property.~~~~

Sec. 14-28. - County pet license; rabies vaccination tags.

It shall be unlawful for the owner of any pet to fail to provide any pet over four months of age with a current county annual or lifetime license. The owner of any pet over four months of age must also have a current rabies vaccination tag securely attached to a collar or harness and be visible as proof the pet has been vaccinated by a licensed veterinarian. No county license will be issued unless proof of rabies inoculation is shown. Any pet owner who moves into the county for the purpose of establishing residency shall have 30 days in which to obtain the license.

Sec. 14-29. - Lifetime/annual pet license issuance, fees and exemptions.

- (a) *Eligibility.* The owner of a pet after being spayed/neutered and permanently identified, may apply to BCAS for a lifetime license; the lifetime pet license is only for Beaufort County, South Carolina.
- (b) *Permanent identification requirement.* A person applying for an annual license or lifetime license shall choose either a tattoo, a BCAS approved tag, or implantation of a microchip as the means of permanent identification for the pet. Lifetime licenses are transferable to new owners, upon the new owner completing a new BCAS pet license application, permanent identification form and when applicable, a new registration with the micro-chipping company. For permanent identification of restricted breeds, see section 14-30.
- (c) *Pets previously microchipped.* If a person has previously had a microchip implanted for his/her pet and seeks to obtain a lifetime license for the pet, the applicant shall:
 - (1) Obtain and complete both a lifetime license application and a verification of permanent identification form as prescribed by BCAS.
 - (2) Have a licensed veterinarian or shelter employee scan the pet to assure the microchip has been properly implanted and to obtain the identifying number of the microchip.

- (3) The pet owner and the licensed veterinarian shall complete, date, and sign the verification of a permanent identification form for the pet in which the microchip was scanned. The verification of permanent identification form must set forth the identifying number of the microchip scanned, identify the pet by breed and delineate the age, sex, color, and markings and whether it has been spayed or neutered. In addition, it must contain the name, address, and phone number of the pet's owner and the name, business address, and phone number of the person scanning the microchip number. If a veterinarian is involved, the veterinarian shall set forth his/her veterinary practice license number on the verification of permanent identification form.
- (d) *County license and fees.* The BCAS director shall establish a fee schedule subject to the approval of county council. All pet owners of dogs and cats in Beaufort County shall obtain either a lifetime or annual pet license.
 - (1) *Lifetime pet license.* To be eligible for a lifetime pet license a pet shall:
 - a. Be spayed or neutered.
 - b. Microchipped.
 - c. Pay the appropriate one-time fee per the published fee schedule.
 - (2) *Annual pet license.* All other pets shall be subject to an annual pet license and annual fee, except that the following exemptions may be eligible for a lifetime license:
 - a. Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery may receive a lifetime license.
 - b. Any owner of a dog that is currently being used for hunting purposes. Owner must provide a copy of a valid South Carolina hunting license by the proper state agency and proof that the dog is properly registered with the South Carolina Department of Natural Resources. Under this exemption, the dog owner may receive a lifetime license without spaying or neutering the dog.

Sec. 14-30. - Declaration of restricted dog, appeal of breed determination.

- (a) For the purposes of this section, a restricted dog shall be defined as a Pit Bull.
- (b) No person may own, keep, or harbor a restricted dog in violation of this section.
- (c) An owner or custodian of restricted dogs must have the dog spayed or neutered unless the owner of the restricted dog provides BCAS written proof that one of the following exemptions applies:
 - (1) The restricted dog is less than four months of age;
 - (2) A licensed veterinarian has examined the animal and signed a written certificate stating that at such time spaying or neutering would endanger the animal's health because its age, infirmity, disability or other medical consideration. The certificate shall state the period of exemption from this requirement and shall not be valid for more than 12 months from the date of issuance;
 - (3) The determination of the dog's breed is under appeal pursuant to subsection (f); or
 - (4) The owner or custodian has owned or had custody of the dog less than 30 days.
- (d) An owner or custodian of a restricted dog must provide for the dog's permanent identification by implantation of a BCAS approved microchip.
- (e) ~~Determination of breed and appeal of determination.~~
 - (1) *Determination.* The BCAS director or his/her designee, in his or her discretion, may make an initial breed determination upon contact with, or impoundment of a dog. The determination shall be made by the director or designee in accordance with BCAS's breed determination checklist. Technical deficiency in the dog's conformance to the standards defined in section 14-27 for Pit Bulls shall not be construed to indicate the dog is not a Pit Bulldog under this section.

- (2) *Notice.* Upon determination of the breed, the BCAS officer shall deliver written notice of determination to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include the determination of breed and state the dog shall be spayed or neutered within ten (10) days of receipt of said notice. ~~mandatory spay and neuter requirements, an administrative penalty and notice of appeal process.~~
- (3) *Compliance.* The owner or custodian of an unaltered restricted dog shall comply with this article within ten days after receipt of notice of restricted dog determination. Upon compliance, the owner or custodian shall submit written documentation to BCAS confirming compliance. If ownership of the dog is transferred within the time for compliance, the original owner or custodian must provide BCAS with the new owner's name and address.
- (4) *Non-Compliance.* If the owner or custodian of a dog determined to be a restricted breed under this Section fails to comply with the requirements of this Section, then a citation shall be issued by a BCAS Officer and a hearing shall be held in the Beaufort County Magistrate Court for a final breed determination. If following a final breed determination by the Beaufort County Magistrate Court, the Court finds the dog to be a restricted breed, the Court shall require the dog to be spayed or neutered within 10 (ten) days and require the owner or custodian to provide written verification to BCAS confirming compliance within the same time period.
If after a final breed determination, the owner or custodian fails to comply with the restricted breed requirements, BCAS shall petition the Beaufort County Magistrate Court for an animal pickup order or a search warrant for the temporary seizure of the dog for purposes of enforcing the requirements of this Section. The owner or custodian of the restricted dog shall be responsible for any and all costs associated with enforcing the requirements of this Section.
- ~~(f) Appeal. Notice of a declaration of breed determination constitutes a final determination that the dog is a restricted dog, unless the owner or custodian requests a hearing in writing to the Beaufort County Magistrate Court within ten days of service of the notice.~~

Sec. 14-31. - Pet breeder license, inspection and fees.

It shall be unlawful for a pet breeder to fail to obtain a county pet breeder license. The requirements for such a license are as follows:

- (a) Individuals engaged or intending to engage in breeding, must obtain a non-transferable pet breeder license from BCAS.
- (b) Applicants must have a valid county annual pet license and microchip for all pets before applying for the pet breeder license.
- (c) BCAS shall conduct an inspection of the identified property for the pet breeders' license requested by the applicant to determine whether the applicant qualifies to hold a pet breeder license pursuant to this section.
- (d) To qualify for a pet breeder license the applicant must demonstrate the following:
- (1) The enclosure where the pets are being kept shall be constructed in such a manner that any pets housed there will be adequately and comfortably kept in any season of the year.
 - (2) All pet enclosures must be constructed in such a manner that they can be easily cleaned and sanitized. Any kennels or yards that are connected or are used to confine the pets must be kept clean and free from accumulations of feces, filth, mud, and debris.
 - (3) Every pet on the premises must have access to sufficient good and wholesome food, and water at all times.
 - (4) The premises must be set up in such a manner as to not allow pets to stray beyond its enclosed confines. The setup must also prevent the public and stray animals from obtaining entrance into or gaining contact with any pets on the premises.

- (e) A license will not be issued to an applicant that has pled no contest, or has been found to have violated any federal, state, or local laws or regulations pertaining to animal cruelty within five years of the date of application.
- (f) The pet breeder license fee published in the fee schedule approved by county council. The license shall expire 365 days after the date it is issued.
- (g) Any violations found under the provisions of this chapter shall be grounds for the suspension of the pet breeder license if deemed necessary by BCAS.

Sec. 14-32. - Dangerous animals.

- (a) For the purposes of this section, a dangerous or vicious animal shall be defined to be any one of the following:
 - (1) An animal which the owner knows or reasonably should know has a propensity, tendency, or disposition to attack unprovoked, cause injury, or to otherwise endanger the safety of human beings or domestic animals;
 - (2) An animal which makes an unprovoked attack that causes bodily injury to a human being and the attack occurs in a place other ~~that~~ than the place where the animal is confined;
 - (3) An animal which commits unprovoked acts in a place other than the place where the animal is confined and those acts cause a person to reasonably believe that the animal will attack and cause bodily injury to a human being;
 - (4) An animal which is owned or harbored primarily or in part for the purpose of fighting or which is trained for fighting; or
 - (5) An animal, which is used as a weapon in the commission of a crime.
- (b) Notwithstanding paragraph (a) above, a magistrate judge may (or may not) deem an animal a dangerous animal, after considering the totality of the circumstances, regardless of location of an attack or provocation, when an attack results in serious injury to a human.
- (c) Declaration of a dangerous animal, confinement requirements, and final determination of a dangerous animal declaration.
 - (1) Declaration. A BCAS officer or law enforcement officer, in his or her discretion, may make an initial determination that an animal is dangerous. Upon the initial determination, the officer shall deliver written notice to the owner or any adult residing at the premises where the animal is located or by posting on the premises if no adult is present. The notice shall include a description of the animal, a hearing date, confinement requirements and registration requirements.
 - (2) When, in the discretion of a BCAS officer or law enforcement officer, the animal initially determined to be dangerous has caused serious injury to another animal or human, the officer may take temporary possession of the animal during the pendency of the final dangerous dog determination hearing before a magistrate judge. When a BCAS officer or law enforcement officer takes temporary possession of an animal pursuant to this section, the requirements of section paragraph (3) of this section, ~~paragraphs "a" through "e" below~~ shall be held in abeyance during the pendency of a hearing.
 - (3) Confinement requirements ~~and registration~~. Every dangerous animal, as determined under this section, shall be confined by the owner within 72 hours of the notice of dangerous dog determination and until the final determination of the dangerous dog declaration as follows:
 - a. All dangerous animals shall be securely confined within an occupied house or residence or in a securely enclosed and locked pen or kennel, except when leashed as provided in this section. Such pen, kennel or structure must have secure sides and a secure top attached to the sides.
 - ~~b. The pen or kennel must be clearly marked as containing a dangerous animal.~~

- ~~e. b.~~ No person shall permit a dangerous animal to go outside its ~~kenel or pen~~ confined space unless such animal is securely leashed and muzzled with a leash no longer than six feet in length.

An exception to such animal being muzzled may be made if a muzzle would cause harm to the health of the animal. In order for this exception to apply, the owner shall provide BCAS with a written statement from a licensed veterinarian stating the name and description of the animal, that a muzzle will cause harm to the said animal, and the type of harm which would be caused to the said animal. If this exception is applicable, then the animal shall be required to wear a harness while on a leash.

- ~~d.~~ ~~The owner of a dangerous animal must provide BCAS with proof of liability insurance or surety bond of at least \$50,000.00.~~
- ~~e.~~ ~~The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.~~
- (4) Final determination of dangerous animal declaration. Notice of a declaration of a dangerous animal constitutes an initial determination that the animal is dangerous or potentially dangerous. A final determination shall be made by the Beaufort County Magistrate Court within 30 days or as soon as practicable. After a final determination and declaration of a dangerous animal by the Beaufort County Magistrate Court, the owner shall adhere to the following requirements:

a. Insurance Requirement. Owner must provide BCAS with proof of liability insurance or surety bond of a least \$50,000. If proof of liability is provided, it must adhere to the following requirements:

- i. animal must be specifically referred to by name and description;
- ii. may not contain exceptions related to liability towards third parties and/or restricted to Owner's real property; and
- iii. may not contain exceptions related to animal bites or injuries to third parties.

b. Notice of Dangerous Animal. No person owning or harboring or having the care or the custody of a dangerous animal may permit the animal to go unconfined on his/her premises. A dangerous animal is "unconfined" as used in this section if the animal is not confined securely indoors or confined in a securely enclosed fence or securely enclosed and locked pen or run area upon the person's premises. The pen or run area must be clearly marked as containing a dangerous animal and must be designed to prevent the entry of the general public, including children, and to prevent the escape or release of the animal.

c. Registration and License. The owner must obtain a dangerous animal registration/license from BCAS and pay a fee on the BCAS fee schedule subject to county council approval.

~~(5) Exemptions. A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.~~

Sec. 14-33. - Running at large.

- (a) *Unlawful.* It shall be unlawful for any owner or custodian of any dog to permit, or allow in any way whether intentionally or unintentionally, the same to run at large except on property owned or rented by the owner or custodian. All dogs must be kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.
1. For purposes of this Section, the term permit shall be defined as an act, regardless of the intent of the owner or custodian of the dog, which allows or provides opportunity for an action to occur.
 2. For purposes of this Section, the term "run at large" is defined as a dog off the premises of the owner or custodian and not under the physical control of the owner or custodian by means of a leash or other similar restraining device.

3. For purposes of this Section, the term "under restraint" is defined as when a dog is on the premises of its owner or keeper or if accompanied by its owner or keeper and under the physical control of the owner or keeper by means of a leash or other similar restraining device.

~~(b) Exemption. Except as provided herein, no person shall bring or allow any dog, or any other animal on the beach that is not at all times on a leash between the hours of 10:00 a.m. and 5:00 p.m. from April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30. No person shall bring or allow any dog, or any other animal, on the beach between the hours of 10:00 a.m. and 5:00 p.m. from the Friday before Memorial Day weekend through the Monday of Labor Day weekend. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control of the responsible person between 5:00 p.m. and 10:00 a.m. from April 1 through September 30. No person shall bring or allow any dog or any other animal on the beach that is not on a leash or under strict voice control at any hour from October 1 through March 31.~~

No person shall permit any excrement from any animal under that person's control to remain on the beach, but shall dispose of same in a sanitary manner.

~~From April 1 through the Thursday before Memorial Day weekend and from the Tuesday after Labor Day weekend through September 30 of each year, dogs or any other animal, other than seeing eye dogs, shall not be allowed in any designated swimming area unless on a leash and walking through the area between 10:00 a.m. and 5:00 p.m.~~

~~(e) (b) Exempt dogs.~~ Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, lure courses and other events similar in nature shall not be considered "at large". A dog working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.

Sec. 14-34. - Nuisance pets or livestock.

(a) The actions of a pet or livestock constitute a nuisance when a pet or livestock disturbs the rights of, threatens the safety of or injures a member of the general public, or interferes with the ordinary use and enjoyment of their property. Determination of a nuisance pet is a lesser-included offense of a dangerous animal determination, as defined in Section 14-32.

(1) Final determination of a nuisance pet by the Beaufort County Magistrate Court requires that the owner shall:

- a. If the pet is outdoor and not under restraint, the pet shall be confined to a fenced in area, whereby the height of the fence shall be sufficient to keep the pet contained at all times.
- b. Regardless of location, the pet shall not be allowed outside of a fenced in area without being kept under restraint or confinement and under the physical control of the owner or custodian by means of a leash or other physically attached similar restraining device.

(b) It shall be unlawful for any person to own, keep, possess, or maintain a pet or livestock in such a manner so as to constitute a public nuisance. By way of example, and not of limitation, the following acts or actions by an owner or possessor of any pet or livestock are hereby declared to be a public nuisance and are, therefore, unlawful:

- (1) Failure to exercise sufficient restraint necessary to control a pet or livestock as required by section 14-33.
- (2) Allowing or permitting a pet or livestock to damage the property of anyone other than its owner, including, but not limited to, turning over garbage containers or damaging gardens, flowers, or vegetables.
- (3) Failure to maintain a dangerous animal in a manner other than that which is described in Section 14-32.
- (4) Maintaining pets or livestock in an environment of unsanitary conditions which results in offensive odors or is dangerous to the pet or livestock or to the public health, welfare, or safety.

- (5) Maintaining his or her property in a manner that is offensive, annoying, or dangerous to the public health, safety, or welfare of the community because of the number, type, variety, density, or location of the pets or livestock on the property.
 - (6) Allowing or permitting a pet or livestock to bark, whine, or howl in an excessive, unwarranted, and continuous or untimely fashion, or make other noise in such a manner so as to result in a serious annoyance or interference with the reasonable use and enjoyment of neighboring premises.
 - (7) Maintaining a pet or livestock that is diseased and dangerous to the public health.
 - (8) Maintaining a pet or livestock that habitually or repeatedly chases, snaps at, attacks, or barks at pedestrians, bicycles, or vehicles.
 - (9) Every female pet or livestock in heat shall be confined in a building or secure enclosure in such a manner as will not create a nuisance by attracting other pets or livestock.
- (c) A pet or livestock that has been determined to be a habitual nuisance by BCAS may be impounded and may not be returned to the owner until said owner can produce evidence to demonstrate that the situation creating the nuisance has been abated.
 - (d) It shall be unlawful for any owner of any animal to allow the animal to disturb any person by excessive, unrelenting, or habitual barking, howling, yelping, or other audible sound. In addition to being a violation of this section, the same is hereby declared to be a public nuisance that may be abated pursuant to the provisions specified in chapter 14 of this Code.
 - (1) ~~No person shall be charged with violating this section unless a written warning was given to the owner or person in custody of the animal by a BCAS officer or law enforcement officer within 12 months preceding the first date alleged as a date of violation in the complaint. A warning is given under this subsection if it is personally given to the owner or person in custody of the animal, it is posted upon the property of the owner or person in custody, or mailed first class to such person. Such records are prima facie evidence that such warnings were given.~~
 - (2) ~~No administrative penalty or summons shall be issued and no person shall be convicted at trial for violating this section unless two or more witnesses from different households testify to the loud and persistent or loud and habitual nature of the noise, or unless there is other evidence corroborating the testimony of a single witness.~~

Sec. 14-35. - Animal cruelty and neglect.

- (a) *Animal care generally.* It shall be unlawful for an owner to fail to provide his/her animals with sufficient good and wholesome food, water at all times, proper shelter and protection from weather, and or humane care and treatment. It shall be determined a failure to provide sufficient good and wholesome food, or proper shelter and protection from weather when an animal has gone without for a period of twelve (12) consecutive hours.
- (b) *Mistreatment.* It shall be unlawful for a person to beat, cruelly treat, torment, overload, overwork, or otherwise abuse an animal or cause, instigate, or permit any dogfight or other combat between animals or between animals and humans.
- (c) *Physical alteration.* It shall be unlawful for a person to dye or color artificially any animal or fowl, including, but not limited to, rabbits, baby chickens, and ducklings, or to bring any dyed or colored animal or fowl into the county. No person shall crop or dub a pet or livestock's ears, tail, wattle, or comb, except if by a licensed veterinarian.
- (d) *Abandonment.* It shall be unlawful for any owner to abandon an animal as defined in Section 14-27 of this Chapter.
 - (1) Abandonment During Named Storm. It shall be unlawful for an individual to abandon an animal and allow an animal to remain in a home, building, fence, cage, coop, crate, or any other structure when any named tropical storm or named hurricane is expected to impact Beaufort County. For the purpose of this section, a

tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning, or evacuation; or when a hurricane watch, warning, or evacuation is in effect for Beaufort County. This Section is applicable to those properties specifically located in Special Flood Hazard Areas as described in the Beaufort County ordinances.

- (e) *Unlawful tethering.* No person owning or keeping a dog shall chain or tether a dog to a stationary object, including, but not limited to, a structure, dog house, pole, stake, or tree in any manner or by any method that allows the dog to become entangled or injured. A tethering device employed shall not allow the dog to leave the owner's, guardian's or keeper's property. The tether shall be designed for dogs and devices not designed for tethering dogs shall not be used. Only a properly fitted harness, collar or other tethering device specifically designed for the dog may be used. No chain or tether shall weigh more than one-eighth of the dog's body weight. When tethered to a stationary object, the tethering device shall be attached to the dog's harness or collar and not directly to the dog's neck. Nothing in this section shall be construed to prohibit a person from walking a dog on a hand-held leash. No dog under the age of six months shall be tethered outside for any length of time, unless under direct supervision of an adult over the age of 18 years old.

No animal shall be tethered during any named tropical storm or named hurricane expected to impact Beaufort County or whenever flooding could occur. For the purpose of this section, a tropical storm or named hurricane is expected to impact Beaufort County when a tropical storm watch, warning or evacuation or a hurricane watch, warning or evacuation is in effect for Beaufort County.

- (1) A person owning or keeping a dog may confine such dog outside, subject to the restrictions in this section, through the use of any of the following methods:
- a. Inside a pen or secure enclosure;
 - b. A fully fenced, electronically fenced or otherwise securely enclosed yard, wherein a dog has the ability to run but is unable to leave the enclosed yard; or
 - c. The length of the tether from the cable run to the dog's collar or harness shall allow continuous access to clean water and appropriate shelter at all times.
- (2) Exceptions to the above restrictions on outdoor confinement shall be made for dogs actively engaged in conduct directly related to the business of shepherding, herding cattle or other livestock, or engaged in conduct that is directly related to the business of cultivating agricultural products, if the restraint is reasonably necessary for the safety of the dog.

(f) *Animal Neglect.* It shall be unlawful for an individual or owner who fails to provide sufficient food or water for any period of time, provide inadequate shelter, or in general not adequately care for an animal. The violation of this this Paragraph shall be at the discretion of the BCAS Director or BCAS Officer and shall result in the issuance of an administrative citation as provided for in Section 14-47.

Sec. 14-36. - Sale of animals, pets or livestock.

- (a) No person shall sell, trade, barter, auction, lease, rent, give away, or display for commercial purpose, any live animal, pet, or livestock on any roadside, public right-of-way, public property, commercial parking lot or sidewalk, or at any flea market, fair, or carnival.
- (b) No person shall offer an animal, pet, or livestock as an inducement to purchase a product, commodity, or service.
- (c) No person shall sell, offer for sale, or give away any animal or pet four weeks of age, except as to surrender to the BCAS or to a licensed pet rescue organization.
- (d) Licensed pet shops, commercial kennels, county animal services facilities, and licensed pet rescue organizations are exempt from the requirements of this section 14-36.

- (e) Any sale of wildlife will be reported to the South Carolina Department of Natural Resources, United States Department of Agriculture, and United States Fish and Wildlife Service.

Sec. 14-37. - Seizure and right of entry to protect abandoned, neglected, or cruelly treated pets or livestock.

- (a) *Seizure and right of entry.* If the owner does not give permission to the BCAS officer for right of entry on private property to examine suspected abandoned, neglected or cruelly treated pets or livestock, the BCAS officer shall petition the appropriate magistrate for an animal pickup order or a search warrant for the seizure of the pet or livestock to determine whether the owner, if known, is able to adequately provide for the pet or livestock and is a fit person to own the pet or livestock.
- (b) *Citation.* The BCAS officer shall cause to be served upon the owner, if known, and residing within the jurisdiction wherein the pet or livestock is found, a written citation at least five days prior to the hearing containing the time, date, and place of the hearing. If the owner is not known or cannot be found within the jurisdiction wherein the pet or livestock was found, the BCAS officer shall post a copy of the notice at the property where the animal was seized.
- (c) *Custody.* The pet or livestock shall remain in the custody and care of BCAS until such matter is heard before a magistrate. The magistrate shall make the final determination as to whether the pet or livestock is returned to the owner or whether ownership is transferred to the BCAS whereby the pet or livestock may be put up for adoption or humanely euthanized. If the magistrate orders the return of the pet or livestock to its owner, BCAS shall release the pet or livestock upon receipt from the owner of all redemption fees as described in section 14-39, below.
- (d) *[Euthanasia.]* Nothing in this section shall be construed to prohibit the euthanasia of a critically injured or ill animal for humane purposes, as determined appropriate by BCAS.

Sec. 14-38. - Impoundment.

- (a) Any pet or livestock found within the county in violation of the provisions of this chapter may be caught and impounded by BCAS. BCAS may, thereafter, make available for adoption or humanely euthanize impounded pets or livestock not positively identified or redeemed within five working days.
- (b) When a person arrested is, at the time of arrest, in charge of an animal, BCAS may take charge of the animal and deposit the animal in a safe place of custody or impound the pet or livestock at an animal care facility.
- (c) The owner of a ~~pet or livestock~~ dog that may be positively identified shall be notified at the owner's last known address by registered mail if attempts by telephone are not successful. The owner has ~~ten days~~ fourteen (14) consecutive days from the date of mailing to contact BCAS for pick-up. If the owner does not pick up the said dog within fourteen (14) consecutive days of notification from BCAS, the dog may be euthanized. Redemption costs will include the cost of mailing, any established costs, fines, fees, or other charges. If the owner does not make contact within ~~ten days~~ fourteen (14) consecutive days of the date of mailing, the pet or livestock will be deemed abandoned and becomes the property of BCAS. For ~~pets or livestock~~ dogs impounded with BCAS, the BCAS director or his/her designee in agreement with a licensed veterinarian, shall either place the pet or livestock for adoption or have the ~~pet or livestock~~ dog humanely euthanized, pursuant to S.C. Code, § 47-3-540 (Supp. 1999).
- (d) Notwithstanding the above, pets or livestock impounded at BCAS facility, which are deemed by the BCAS director or his/her designee, or a licensed veterinarian to constitute a danger to other pets, livestock or persons at the facility, or which are infectious to other pets or livestock, in pain, or near death may be humanely euthanized immediately.
- (e) Any pet or livestock surrendered to BCAS may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (f) Only government agencies or organizations that are contracted with a government agency to perform animal control services have the authority to impound animals. All stray animals must be taken or reported to the BCAS and or affiliated organizations as soon as possible for the mandatory holding period.

Sec. 14-39. - Redemption.

- (a) The owner or keeper of any pet or livestock that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet or livestock at any time when proper ownership has been confirmed by BCAS personnel; upon payment of a fee as follows:
 - (1) For a pet or livestock that has not been properly inoculated, licensed, micro chipped, and spayed or neutered, the BCAS director or his/her designee may at their discretion issue a warning or administrative citation for the first offense after a thorough investigation of the circumstances. Redemption fees shall be published on the BCAS fee schedule and be subject to county council's approval.
 - (2) In addition to the administrative penalty for a pet or livestock not properly inoculated, licensed, microchipped and spayed or neutered; an appropriate microchip license fee, the charge for rabies inoculation, and the cost of spaying or neutering the pet or livestock may be charged to the owner.
 - (3) Pets or livestock will not be released without proof of inoculation and without an implanted microchip. The requirements of spaying or neutering shall not be waived under the exemptions in stated subsection 14-29(d) when the pet or livestock (as appropriate) has been impounded a second time for any violations of sections 14-32, 14-33, 14-34, or 14-35.
- (b) In addition to the redemption fee, a boarding fee after 24 hours per the published fee schedule per day per pet or livestock shall be paid by the owner or keeper when a pet or livestock is redeemed.
- (c) The fees set out in this section shall be doubled for any pet or livestock impounded twice or more within the same 12-month period.

Sec. 14-40. - Adoption.

- (a) Any pet or livestock impounded under the provisions of this chapter may, at the end of the legal detention period, be adopted provided the new owner will agree to comply with the provisions contained in this section.
- (b) Any pet or livestock surrendered to BCAS may be adopted at any time provided there is a completed and signed surrender form on file for the pet or livestock concerned.
- (c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures completed. In the event the pet is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.
- (d) The BCAS director or his/her designee shall have the authority to refuse adoption of any animal to any person deemed unable to provide proper shelter, confinement, medical care and food; or to any person who has a past history of inhumane treatment of or neglect to pets or livestock. Any person seeking adoption of a pet or livestock more frequently than 90 days from the last adoption shall be subject to refusal of adoption. Any person who has been refused adoption of a pet or livestock may appeal his/her case to the assistant county administrator for public safety. If any person surrenders an owned pet or livestock to BCAS, they will not be able to adopt a pet or livestock for 90 days from the date of the original surrender.

Sec. 14-41. - Trapping.

- (a) It shall be unlawful for any person or business to conduct trapping of any pets, livestock, or domestic animals within Beaufort County without prior approval from the BCAS. Any pets, livestock, or domestic animals trapped with prior approval from the BCAS will be reported or delivered to the BCAS for purposes of identification of the pet's owner and record keeping of the trapping. It shall be unlawful for any person to remove, destroy, or liberate any trap and/or trapped animal set by the BCAS or enter any animal services vehicle with the intent to rescue or deliver it from the custody of the BCAS. If a trapped animal is in need of immediate attention, the BCAS or 911 shall be notified immediately of the animal in distress.
- (b) Exemption. Trapping is permitted for hogs.

Sec. 14-42. - Management of feral cat colonies.

(a) *Definitions.*

Caregiver means any person who provides food, water, or shelter to or otherwise cares for a feral cat colony and has made application to BCAS for management of a feral cat colony.

Caregiver manager means any person in charge of a caregiver program.

Ear tipping means straight-line cutting of the tip of the left ear of a cat while the cat is anesthetized.

Feral cat means a cat which currently exists in a wild or untamed state.

Feral cat colony means a group of cats that congregate. Although not every cat in a colony may be feral, non-feral cats routinely congregate with a colony shall be deemed to be a part of it.

Nuisance means disturbing the peace by:

- (1) Habitually or continually howling, crying or screaming; or
- (2) The habitual and significant destruction of property against the wishes of the owner of the property.

Suitable shelter means shelter that provides protection from rain, sun and other elements and is adequate to protect the health of the cat.

TNR means trap, neuter/spay and release.

TNA program means a program pursuant to which cats are trapped, neutered or spayed, vaccinated against rabies, ear tipped or tattooed and released to a designated location of a managed colony.

- (b) *Feral cat colony management.* Feral cat colonies shall be permitted (no fee) by BCAS. Caregivers shall be responsible for applying for a permit for each colony and be entitled to maintain them in accordance with the terms and conditions of the BCAS policy on feral cat colony management, once the permit is approved by BCAS.

Sec. 14-43. - Livestock.

- (a) All livestock shall be properly housed with adequate food, water, and confined within a fenced enclosure. The fenced enclosure shall be maintained in such a manner as to keep any average livestock animal from escaping the enclosed compound and causing damage, accidents, or injury to any person or property. No person shall tie, stake or fasten any livestock within any street, highway, road, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, highway, road, alley, sidewalk, right-of-way, or other public place.
- (b) Owners or possessors of livestock impounded for violation of this section or any state and/or federal laws, will be charged in accordance with actual costs of impoundment plus impounding and boarding fees.
- (c) Impounded livestock shall be held for a period of ten days. If such impounded animals are not claimed by the owners during that period of time, the animals may be given to persons willing to accept them, in the discretion of BCAS.
- (d) Exception. No other swine or livestock shall be kept within the corporate limits of Port Royal and Bluffton except as is permissible under the municipal zoning regulations. No approval shall be granted or continued if such keeping shall constitute a menace to health or welfare of the public. To the extent that other sections within this chapter reference livestock this section shall be controlling.

Sec. 14-44. - Importation of exotic animals prohibited.

- (a) *Definition.* An "exotic animal" shall be defined as one which would ordinarily be confined to a zoo, or one which would ordinarily be found in the wilderness of this or any other country or one which is a species of animal not indigenous to the United States or to North America, or one which otherwise causes a reasonable person to be fearful of significant destruction of property or of bodily harm and the latter includes, but would not be limited to, such animals as monkeys, raccoons, squirrels, ocelots, bobcats, lions, tigers, bears, wolves, hybrid wolves, and other such animals or one which causes zoonotic diseases. Such animals are further defined

as being those mammals or those nonvenomous reptiles weighing over 50 pounds at maturity which are known at law as *Ferae Naturae*. Wild or exotic animals specifically do not include animals of a species customarily used in South Carolina as ordinary household pets, animals of a species customarily used in South Carolina as domestic farm animals, fish contained in an aquarium, birds, or insects.

- (b) *Unlawful act.* It shall be unlawful for any person, firm, or corporation to import into Beaufort County any venomous reptile or any other exotic animal.
- (c) *Exceptions.* This section shall not apply to following entities:
 - (1) An entity licensed as a Class R Research Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.).
 - (2) An entity properly accredited by the Association of Zoos and Aquariums or the Zoological Association of America.
 - (3) An entity licensed as a Class C Facility by the United States of America or any agency thereof pursuant to the Animal Welfare Act (7 U.S.C. 2131 et seq.) for exhibition not to exceed seven days within a 52-week period.
 - (4) A team mascot for a university or educational facility.

Sec. 14-45. - Rabies Control Act (S.C. State Law 47-5-10).

This law is strictly enforced by South Carolina Department of Health and Environmental Control (DHEC) in cooperation with BCAS and any state, county, or municipal law enforcement agencies.

- (a) *Vaccinations.* It shall be unlawful for any owner of a dog or cat four months of age or older to fail to have such animal vaccinated against rabies, unless recommended otherwise by a veterinarian for medical reasons. All dogs and cats shall be vaccinated at four months of age (unless recommended otherwise by a veterinarian) and revaccinated thereafter at the expiration of the validity of the vaccine used, as shown on the written document prepared by a licensed veterinarian. The vaccination shall be valid for the period shown on the document. Any person moving into the county from a location outside the county shall comply with this section within 30 days after having moved into the county by having the animal vaccinated or showing proof of current, valid vaccination. If the dog or cat has inflicted a bite on any person or another animal within the last ten days, the owner of said animal shall report such fact to a veterinarian, and no rabies vaccine shall be administered until after the required observation or quarantine period.
- (b) *Proof of vaccination.* It shall be unlawful for any person who owns a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this chapter. A current rabies tag, if provided by the veterinarian administering the vaccine, shall be attached to a collar, harness or other device and shall be worn by the vaccinated dog or cat at all times. The requirement for a dog to display a current rabies tag shall not apply to a dog that is displaying a current dog license tag affixed to a collar, harness, or other device worn on the dog.
- (c) *Harboring unvaccinated dogs and cats.* It shall be unlawful for any person to harbor any dog or cat that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.
- (d) *Non-transferability.* Vaccination certificates and tags are not transferable and cannot be used for any animal other than the animal that received the vaccination and for which the certificate was originally issued.
- (e) *Exceptions.* No person charged with violating section 14-45, rabies control, shall be convicted if he/she produces in court a bona fide and valid certificate of vaccination that was in full force and effect at the time of the alleged violation.

Sec. 14-46. - Interference with a BCAS officer.

It shall be unlawful for any person to interfere with, hinder, or molest a BCAS officer in the performance of his/her duties or seek to release any pet or livestock in his/her custody without his/her consent.

Sec. 14-47. - Enforcement and penalties.

- (a) The BCAS officer shall be charged with the responsibility of enforcing all ordinances enacted by the county and contracts entered into with the county for the care, control, and custody of pets or livestock covered by this article. All violations of this chapter shall be heard by the Beaufort County Magistrate Court.
- (b) The provisions of this article shall not apply to any dog or cat owned within the confines of any incorporated municipality within the county, unless and until the governing body of a municipality requests in writing that county council include the area of such municipality within the coverage of this article, and ~~county council~~ county administration has acted favorably on such request and has so notified such municipality of its approval of such request.
- (c) Any person who violates the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to a fine not exceeding the maximum allowed within the jurisdiction of the Beaufort County Magistrate Court or imprisonment not exceeding 30 days, or both. However, infractions as provided in paragraph (e) below, are intended to be non-criminal, civil penalties and not subject to jail time.
- (1) Liability to Person Bitten. In addition to the above, if a person is bitten or otherwise attacked by a dog while the person is in a public place or is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, the dog owner or person having the dog in the person's care or keeping is liable for the damages suffered by the person bitten or otherwise attacked. For the purposes of this section, a person bitten or otherwise attacked is lawfully in a private place, including the property of the dog owner or person having the dog in the person's care or keeping, when the person bitten or otherwise attacked is on the property in the performance of a duty imposed upon the person by the laws of this State, the ordinances of Beaufort County, the laws of the United States of America including, but not limited to, postal regulations, or when the person bitten or otherwise attacked is on the property upon the invitation, express or implied, of the property owner or a lawful tenant or resident of the property.
- a. Exemptions for Liability. This Section does not apply if, at the time a person is bitten or otherwise attacked:
- i. the person who was attacked provoked or harassed the dog and that provocation was the proximate cause of the attack; or
 - ii. the dog was working in a law enforcement capacity with a governmental agency and in the performance of the dog's official duties.
- (d) When any person is found guilty of a violation of the provisions of this chapter, or has been found in noncompliance of a final dangerous dog determination of the court, a magistrate may order possession and custody of the animal to be surrendered permanently to BCAS at a BCAS facility.
- (e) Habitual Violators. In addition to any legal remedy available under the provisions of this Chapter, it shall be the duty of the BCAS to summon the owner of any animal(s) which is found guilty by the Beaufort County Magistrate Court of any three (3) violations contained in this Chapter in any twelve (12) month period to abate any or all animals from owner's premise. If, after fully hearing the matter and any statement the owner may make any testimony he/she may offer in his/her behalf concerning the matter, should the Beaufort County Magistrate Court find such owner is unable or unwilling to adhere to the provisions of this Chapter, the Beaufort County Magistrate Court shall issue a written order to the owner, directing and requiring him/her with a certain specified time to relocate the animal(s) to a home with a person unrelated to the owner or surrender the animal(s) to BCAS.
- (e) (d) Infractions resulting in administrative citations and penalties. In addition to the remedies and penalties contained in this chapter, and in accordance with S.C. Code § 47-3-20, an administrative citation may be issued for certain infractions of county animal control ordinances. Infractions of this chapter subject to administrative citation and penalty are in the discretion of the BCAS officer and include, but are not limited to: Mandatory dog licenses/registration, mandatory rabies vaccination, permitting a dog to run at large, mandatory

spay/neuter, and/or warnings for a noisy public nuisance animal, or any violation of Section 14-34. Animal cruelty charges and Dangerous dog determinations are not violations subject to administrative citations.

The following procedures shall govern infractions of this chapter and the imposition, enforcement, collection, and administrative review of administrative citations and penalties.

- (1) *Notice of infraction.* If an animal is owned, kept, maintained, or found to be in violation of a county animal control ordinance, an administrative citation may be issued by the BCAS officer.
- (2) *Content of citation.* The administrative citation shall be issued on a form approved by the BCAS director and shall contain the following information:
 - a. Date, location and approximate time of the infraction;
 - b. The ordinance violated and a brief description of the infraction;
 - c. The amount of the administrative penalty imposed for the infraction;
 - d. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within the required time period;
 - e. Instructions on how to appeal the citation; and
 - f. The signature of the animal control officer.

The failure of the administrative citation to set forth all required contents shall not affect the validity of the proceedings.

- (3) *Service of administrative citation.*
 - a. If the person who has violated the county animal control ordinance is present at the scene of the infraction, the BCAS officer shall attempt to obtain his signature on the administrative citation and shall deliver a copy of the administrative citation to him/her.
 - b. If the owner, occupant or other person who has an infraction of a county animal control ordinance is a business, and the business owner is on the premises, the BCAS officer shall attempt to deliver the administrative citation to him/her. If the BCAS officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
 - c. If no one can be located at the property where the infraction occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the ordinance. The administrative citation shall be mailed to the property address and/or the address listed for the owner on the last county equalized assessment roll. The administrative citation shall also be mailed to any additional addresses for the owner in department records.
- (4) *Administrative penalties.*
 - a. The penalties assessed for each infraction of a county animal control ordinance shall not exceed the following amounts:
 - i. One hundred dollars for a first infraction;
 - ii. Two hundred dollars for a second infraction of the same administrative abatement order within one year; and
 - iii. Five hundred dollars for each additional infraction of the administrative abatement order within one year.

- b. If the infraction is not corrected, additional administrative citations may be issued for the same infraction. The amount of penalty shall increase at the rate specified above.
- c. Payment of the penalty shall not excuse the failure to correct the infraction nor shall it bar further enforcement action.
- d. The penalties assessed shall be payable to the Beaufort County ~~Treasurer~~ Animal Control Services.
- e. Where the infraction would otherwise be a violation, the administrative penalty shall not exceed the maximum fine or infraction amount.
- f. Failure to pay an administrative penalty may result in prosecution or petition for the original violation(s) in the Beaufort County Magistrate Court.

(5) *Administrative appeal of administrative citation.*

- a. Notice of appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the BCAS. The written notice of appeal must be filed within 20 days of the service of the administrative citation set forth in subsection (3) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on county forms and shall contain the following information:
 - i. A brief statement setting forth the appellant's interest in the proceedings;
 - ii. A brief statement of the material facts which the appellant claims supports his contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
 - iii. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;
 - iv. The notice of appeal must be signed by the appellant;
 - v. A check or money order is required, as a deposit, for the total penalty amount shown on the front side of the citation, before the administrative appeal will be scheduled; and
 - vi. Indigence must be proved to have the deposit waived.
- b. Administrative hearing of appeal. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:
 - i. Notice of hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten days before the hearing to the person requesting the hearing.
 - ii. The administrative hearing regarding the administrative citation shall be held before the public safety director, or a designee. The hearing officer shall not be the investigating BCAS officer who issued the administrative citation or his/her immediate supervisor. The BCAS director may contract with a qualified provider to conduct the administrative hearings or to process administrative citations.
 - iii. Conduct of the hearing. The investigating BCAS officer who issued the administrative citation shall be required to participate in the administrative hearing regarding the citation. The contents of the investigating BCAS officer's file may be admitted in support of the administrative citation. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the hearing officer shall make a determination based on the information available at the time of the hearing.

- iv. **Hearing officer's decision.** The hearing officer's decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full at one time. The hearing officer's decision shall contain instruction for obtaining review of the decision by the circuit court.
- (6) *Appeal to circuit court.* Any person who receives an unfavorable decision from the decision of an administrative appeal may file an appeal with the circuit court in Beaufort County. The appeal to circuit court must be filed within 30 days of the notice of the administrative officer's decision being mailed to the recipient of an administrative citation.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/29/2022
FROM: Barbara Johnson, Lowcountry Council of Governments
AGENDA ITEM TITLE: Resolution for the Washington Street Park Improvement Project
MEETING DATE: 9/13/2022
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

The City of Beaufort is requesting approximately \$250,000.00 in CBDG funds. There will be a 10 percent match of \$25,000.00 by the City with an additional investment of \$650,879.00, to make improvements to the Washington Street Park located at 1003 Washington Street.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Backup Material	8/30/2022

RESOLUTION

WHEREAS, the need to address quality of life issues for the City of Beaufort and addressing the concerns and issues of low-to-moderate income residents is a priority for the City. Park improvements have been identified as a priority community need for the City of Beaufort, and

WHEREAS, the City of Beaufort wishes to address this need by making application to the South Carolina Department of Commerce, Division of Grants Administration for Special Projects.

WHEREAS, the completion of this project would benefit approximately 11,770 persons, of which 51.66% qualify as having low-to-moderate incomes. The project area includes the City of Beaufort.

NOW THEREFORE BE IT RESOLVED by the City Council of Beaufort, South Carolina, that

1. City Council hereby endorses the City of Beaufort’s Washington Street Park Improvements Project because it will greatly improve the quality of life for the residents of the city.

2. The City Manager shall be and is authorized to prepare and submit a Community Development Block Grant (CDBG) Special Projects Application for the City of Beaufort’s Washington Street Park Improvements Project, to commit funds in the amount of 10% of the grant to meet the matching commitment of the Community Development Program along with additional funds as needed to complete this project and commit to sharing cost savings on a pro rata basis.

ADOPTED THIS _____ DAY OF September 2022.

Stephen D. Murray III, Mayor
City of Beaufort

ATTEST:

Traci Guldner
Clerk to Council



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/15/2022
FROM: Andrea Hackenberger
AGENDA ITEM TITLE: Request for Co-Sponsorship from Dragon Boat Beaufort for use of the Henry C. Chambers Park and Day Dock to host Dragon Boat Race Day 2023 on Saturday, June 24, 2023
MEETING DATE: 9/13/2022
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Dragonboat Beaufort is requesting Co-Sponsorship and use of the Day Dock for Dragonboat Race Day 2023 on June 23 - 24, 2023 from 9 am to 7 pm.

PLACED ON AGENDA FOR: *Action*

REMARKS:

This event is a fund-raising event in which team will be fundraising as part of the competitions. The proceeds from this fundraising effort is dedicated to assisting cancer patients who live, work or receive treatment in Beaufort County.

ATTACHMENTS:

Description	Type	Upload Date
Co-sponsorship Request for Dragon Boat Race Day 2023	Cover Memo	8/15/2022

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event Dragon boat Race Day 2023

Date of Event: June 24, 2023

Contact person: Chris Jones

Telephone: 770/380-8931

Please check all that apply.

	Yes	No
<i>Are you a "For Profit" entity?</i>		***
<i>Is this a fund-raising event?</i>	X	
<i>Is this event open to the public?</i>	X	
<i>Is there a required fee / donation to attend this event?</i>		X
<i>Are you requesting more than two (2) park areas for this event?</i>	X	
<i>Will there be any type of "sales" for this event?</i> <u>DBB T-shirts, glassware, jewelry</u>	X	
<i>Will this event require more than four (4) hours (includes setup & take down)? This is a multiple day display</i>	X	
<i>Will alcohol be sold / served?</i>		X

**If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? 501 (C) (3)

Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.

Events Coordinator Recommendation: Approved: _____ Denied: _____

Explanation: _____

Forward for Council Deliberation: _____
Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____



CITY OF BEAUFORT
Waterfront Park Rental Reservation Application
Downtown Operations & Community Services Department 500
Carteret St Ste. B2 Beaufort, SC 29902

Phone: 843-379-7063

Fax: 843-986-5606

Name of Event: <u>Dragonboat Race Day 2023</u>	Date(s) of Event: <u>June 24, 2023</u> Setup start/end time: <u>6/23 9am / 6pm</u> Actual event start/end time: <u>7am / 4pm</u> Take down start/end time: <u>5pm / 7pm</u>
Organization/Individual Name: <u>Dragon Boat Beaufort</u>	Address: <u>P.O. Box 213, Beaufort 29901</u> Telephone: <u>770 / 380-8931</u> Email: <u>Chrsjone@aol.com</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Andrea Hackenberger 500 Carteret St. Suite B2 Beaufort, SC 29902,

or scan and email to ahackenberger@cityofbeaufort.org.

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7063 or visit our website at www.cityofbeaufort.org

Is event open to the public? Yes

Will admission be charged, or donation required? No

Will alcoholic beverages be sold? No Served? No

Will food be sold? Yes Served? No

Will there be any retail sales? Dragon Boat Beaufort merchandise - T-shirts, jewelry, etc

Number of people expected to attend: 2,000

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 500.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 450.00	\$ 750.00	
Electric Fee	\$ 50.00	\$ 75.00	Yes
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

Did you know?

BEAUFORT PRIDE OF PLACE is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070

Liability Insurance

•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

Alcohol

•To serve alcohol or liquor at your event, you must obtain City Council approval.
 •If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager’s office at (843)-525-7070.
 City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

Christine S. Jones

Lessee/Applicant Signature

7/13/2022

Date

-----This section for City use-----

Events Coordinator -Andrea Hackenberger

Date Application Received

Deposit Paid: _____ Fees Paid: _____ Deposit to be Refunded: _____



5K RUN/WALK APPLICATION

City of Beaufort-Downtown Operations & Community Services
Attn: Andrea Hackenberger-Downtown Manager & Events Coordinator
500 Carteret Street, Suite B2 Beaufort, SC 29902
Phone: (843) 379-7063 / Email: ahackenberger@cityofbeaufort.org | www.cityofbeaufort.org

To be filed NOT LESS than 150 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: Jenifer Klepesky

Address: 4 Fox Sparrow Road, Beaufort, SC 29907 Phone # 267-226-9500

Email: madisonsmiraclesinc@aol.com

Name of Sponsoring Organization: Madison's Miracles, Inc.

Address: 4 Fox Sparrow Road, Beaufort, SC 29907

Date of 5K Run/Walk: Saturday, June 10, 2023

Time of 5K Run/Walk will Begin: 0800 5K Run/Walk will Terminate: 1000

Time 5K Run/Walk Line-Up Begins: 0700-0745 Location(s) of Line-Up Area(s): Bay at Newcastle St.

Approximate Number of Persons, Animals in the 5K Run/Walk: 500-700

5K Run/Walk will occupy all the width of the streets to be traversed: Historic downtown Beaufort and cross over the Woods Memorial Bridge.

5K Run/Walk will occupy only a portion of the width of the streets to be traversed: _____

OFFICE USE ONLY: Application received by: _____ Date Received: _____

Receipt #: _____ Approved By: _____

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: _____

Andrea Hackenberger

From: Madison Klepesky <madisonmiraclesinc@aol.com>
Sent: Monday, August 29, 2022 12:52 PM
To: Andrea Hackenberger
Subject: Madison's Miracle's, Inc 5K request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon!

Was so nice chatting with you! So as I requested in our call I'm seeking approval for a 5K race across the swing bridge. I am doing this as fundraiser for a non profit charity I just recently established in my 18 year old daughter, Madison's, memory. I am attaching the link for our website below. We have an assigned FEIN number and are pending 501(c)3 status. Please let me know if you have any further questions and thank you for taking my call and providing me with the information I needed to get this kicked off. We would like to have the run as an annual event with this being the first year. I'm requesting Saturday June 10th which would have been Madison's 20th birthday.

<http://www.madisonmiraclesinc.org/>

Our website has our mission statement, and their story. Thank you!

Thank you,

Jenifer Klepesky



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/6/2022
FROM: Andrea Hackenberger
AGENDA ITEM TITLE: Request from Holy Trinity for Wavier of Food Truck Ordinance during the Swing Bridge 5K on Saturday, October 15, 2022, between 7:30 AM to 10:30 AM
MEETING DATE: 9/13/2022
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request to have one Food Truck in the Marina Parking Lot during their Swing Bridge Run on October 15, 2022, from 7:30 AM to 10:30 AM

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Food Truck Request for Swing Bridge Run 2022	Cover Memo	9/6/2022

Andrea,

Happy Friday to you. Holy Trinity would love to have [Pitching Berries](#) food truck at the Swing Bridge Run. They are serving at the Run Forrest Run 5k and she has graciously agreed to serve at our run as well. Please help me with the process and the necessary application to the city and get us on the agenda for the next city council meeting. I have been told that her presence has already been approved by the city for the shrimp festival 5k so I hope that we will not have any problems.

Thank you for your help with this.

Emma

--

Emma Roddey

Events Coordinator

"The joy of the Lord is your strength."

Nehemiah 8:10



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/6/2022
FROM: Andrea Hackenberger
AGENDA ITEM TITLE: Request from J.P. Signature Group for Food Truck Ordinance Waiver to allow Food Trucks in the Marina Parking Lot during Movie in the Park Event on Saturday, October 15, 2022, from 7:30 PM to 9:30 PM
MEETING DATE: 9/13/2022
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Organizer is requesting two (2) food trucks in the Marina Parking Lot between 7:30 PM and 9:30 PM. The trucks will be parked in rented parking spaces close to the entrance into the Henry C. Chambers Park.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Food Truck Request for Movie in the Park October 15, 2022	Cover Memo	9/6/2022

To whom it may concern,

My name is Jamie Peart, the owner of J. P. Signature Group with Keller Williams. We are planning a Free Movie Night in Waterfront Park on October 15th from 7:30 PM until the movie ends around 9:00/9:30 PM. We are showing Hocus Pocus and have acquired the movie rights from Swank Motion Pictures and are working with a screening company that will setup and play music prior to the start of the movie at 7:30 PM and will clean up after. We, as J.P. Signature Group, will be providing free popcorn and non-alcoholic beverages.

We would like to have two food trucks available for movie goers to purchase addition food. I do understand that the parking spaces would need to be paid for.

Thank you for your time and consideration for this matter.

Jamie Peart



/WALK APPLICATION

t-Downtown Operations & Community Services
ackenberg-Downtown Manager & Events Coordinator
:reet, Suite B2 Beaufort, SC 29902
79-7063 / Email: ahackenberger@cityofbeaufort.org | www.cityofbeaufort.org

10 ~~to be~~ **ried** **NOT LESS** than 150 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: LORI OPOZDA
 Address: PO BOX 472 Blt, SC 29901 Phone # 8435241223
 Email: helpbeaufort@gmail.com 5084966828
 Name of Sponsoring Organization: HELP of Beaufort
 Address: 1810 Ribaut Rd, Port Royal SC 29935

Date of 5K Run/Walk: July 4, 2023
 Time of 5K Run/Walk will Begin: 8:00AM 5K Run/Walk will Terminate: 10:00AM
 Time 5K Run/Walk Line-Up Begins: 7:00AM Location(s) of Line-Up Area(s): Bay St.
 Approximate Number of Persons, Animals in the 5K Run/Walk: 150-200

5K Run/Walk will occupy all 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: _____

OFFICE USE ONLY: Application received by: _____ Date Received: _____
 Receipt #: _____ Approved By: _____

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: 8/23/22



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/6/2022
FROM: Andrea Hackenberger
AGENDA ITEM TITLE: Request from Beaufort Railroaders for ten (10) Complimentary Parking Spaces at 500 Carteret Street during the December Railroad Event, December 11-18, 2022
MEETING DATE: 9/13/2022
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Beaufort Railroaders are requesting ten (10) complimentary parking spaces at 500 Carteret Street during their December exhibit December 11-18, 2022

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Beaufort Railroaders Request for Parking 2022	Cover Memo	9/6/2022

Dear Ms Hackenberger,

The December Railroad exhibit that was set up in the library will be from December 11th-December 18th.

The following times and hours are as follows:

December 11 10 AM until 2 PM

December 12 9 AM until 5 PM

December 13 9 AM until 5 PM

December 14 9 AM until 5 PM

December 15 9 AM until 5 PM

December 16 9 AM until 5 PM

December 17 9 AM until 5 PM

December 18 10 AM until 2 PM

Last year we were allowed to park behind your facility in the gravel lot for 10 people.

We certainly have appreciated all of the kindness for the past 28 years of being able to run holiday trains at our Beaufort Library and the kindness from the City of Beaufort.

Respectfully,

Jim Nicholson Beaufort Railroaders



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/6/2022
FROM: Andrea Hackenberger
AGENDA ITEM TITLE: Request for a Public Assembly for Historic Beaufort Foundation to host the 2022 Fall Festival of Houses & Gardens on October 22 & 23, 2022
MEETING DATE: 9/13/2022
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request from Historic Beaufort Foundation to host the 2022 Fall Tour of Homes house and garden tour on Saturday, October 22, 2022, between 10 AM and 4 PM. As well as on Sunday, October 23, 2022, between 9:30 am and 12:00 pm for the Beaufort Style brunch.

PLACED ON AGENDA FOR: Action

REMARKS:

HBF request includes, parking on the Green in the Point with approval from Open Land Trust and request for temporary signage which will require a permit. HBF will be required to contract with the City of Beaufort Police Department for safety during the events.

ATTACHMENTS:

Description	Type	Upload Date
HBF Request for Fall Tour of Homes 2022	Cover Memo	9/6/2022



August 23, 2022

Mrs. Linda Roper, Director
Community Planning & Development
City of Beaufort
500 Carteret Street
Beaufort, SC 29902

Dear Linda,

On behalf of the Historic Beaufort Foundation, we are seeking approval of the 2022 Fall Festival of Houses & Gardens.

HBF is proud to continue the Fall Festival of Houses & Gardens. Celebrating 48 years, this event has become one of Beaufort's most talked about events attracting residents, day-trippers and visitors from across the country. This year's event is a two-day event and is scheduled for October 22 & 23.

Walking Tour (house and garden tour). Saturday, October 22, 10AM to 4PM. The Walking Tour consists of visitors touring 9 homes and gardens at their leisure from 10AM to 4PM on Saturday. The houses are primarily located along the Bluff and on the Point this year and will feature both private homes and gardens.

Sunday in *The Beaufort Style*. Sunday, October 23, 9:30 a.m. to Noon. This exclusive tour will be held on The Point at one of our magnificent historic homes and includes a Lowcountry brunch and libations. Attendance will be limited.

Ticket/Itinerary Pick-up. As with past tours, patrons will retrieve and/or purchase **ALL** tickets (wristbands) on Saturday, October 22 in The Arsenal Courtyard. Online ticket sales will run through Thursday, October 21st.

Parking. HBF will be distributing the City's parking brochure to all attendees. Additionally, we have secured permission to use The Green from the Open Land Trust and will be providing managed parking at that location on Sunday, October 23.

Signage. As in the past, HBF would like to place corrugated sign boards with posts at the yards of each of the tour properties. Additionally, directional signage will be placed to designate tour parking. HBF will apply for a temporary signage permit to place the signs.

Notification. HBF will coordinate through The Point and Bluff Associations to notify residents of the Tour.

Transportation. HBF may engage golf carts to bring those that need the service from the designated parking area(s) to the tour location.

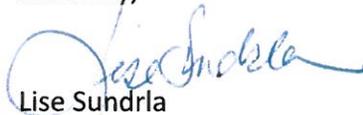
Alcohol. As a part of the southern brunch and tour scheduled for Sunday, October 23, HBF will apply for a SC ABL License to serve libations. This is a limited attendance, ticketed event held at a private home on The Point.

The Fall Festival of Houses & Gardens has historically attracted hundreds of visitors to Beaufort from across the country to stay, tour, dine, shop and immerse themselves in the history and unique offerings of Beaufort and the Lowcountry as gracious residents open their private homes and gardens to offer this unique experience.

We look forward to working with the City of Beaufort, our many partners and the community to continue this special tradition.

We appreciate your consideration and look forward to continuing this popular event for Beaufort and the Lowcountry.

Sincerely,



Lise Sundrli

Museum & Preservation Programs

cc: Cynthia Jenkins, HBF Executive Director
William Prokop, City Manager



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: September 1, 2022

SUBJECT: Request for permission for use of Henry C. Chambers Park for Holiday Concert

Downtown Operations is requesting permission to host a holiday themed concert at Henry C. Chambers Waterfront Park on Saturday December 10th. Musical assistance will be provided by the Parris Island Marine Corps Band. This event will start promptly at 1:30pm and end no later than 3pm.

Request for approval includes:

- Use of Henry C. Chambers Park from 10am to 5pm to accommodate the set up and tear down of activities.
- Permission to issue up to 5 complimentary 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.

ldr

DAVIS & FLOYD

SINCE 1954

August 31, 2022

Linda Roper
City of Beaufort
Director of Downtown Operations
500 Carteret Street, Suite B2
Beaufort, SC 29902

Emailed this day: lroper@cityofbeaufort.org

Re: Proposal for Professional Services
Southside Park - Phase 1 Playground Area Improvements
PIN R120 008 000 0015
City of Beaufort, SC

Dear Ms. Roper:

Davis & Floyd (D|F) appreciates the opportunity to offer professional engineering and permitting services for the Southside Park Phase 1 Playground Area Improvements located near the intersection of Battery Creek Road and Southside Boulevard within the City of Beaufort, South Carolina.

A breakdown of the fee per Task of this work is included in the below table. We hope that you find our proposed fee of **\$412,000** including expenses, to be acceptable. A full scope of work is defined in the attached Exhibit A.

Task		Fee
A – Schematic Design/Design Development Phase Services	\$	126,000
B – Construction Document Phase (90%)	\$	95,000
C – Permitting Phase	\$	36,000
D – Construction Document Phase (100%)	\$	9,000
E – Bid/Procurement Phase	\$	16,000
F.1 – Construction Administration	\$	74,500
F.2 – Weekly SWPPP Inspection (Stormwater Inspections)	\$	32,500
G – Reimbursable Expenses (Cost Plus)	\$	23,000
Total Fee	\$	412,000

A copy of D&F's Agreement for Professional Services is enclosed with this letter. Should you approve of the Scope of Services, Terms of Compensation, and the Terms and Conditions, you may execute a formal contract by executing the Agreement and returning to our attention.

3229 W. Montague Avenue, North Charleston, SC 29418

o. (843) 554-8602 f. (843) 747-6485

WWW.DAVISFLOYD.COM

Thank you for allowing Davis & Floyd the opportunity to support this project. Please don't hesitate to contact us should you have any questions or concerns.

Very truly yours,

DAVIS & FLOYD



Steven R. Wall, PE
Associate, Senior Project Manager



Brent Robertson, PE
Vice President, Civil Engineering

Enclosures:
Agreement for Professional Services

DAVIS & FLOYD

SINCE 1954

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this 31th day of August, 2022 between City of Beaufort (Client) and Davis & Floyd, Inc. (D&F), along with the referenced Attachments, constitute the entire Contract. Acceptance is limited to the terms and conditions stated herein and attached.

SERVICES: Client authorizes D&F to provide services as set forth below in connection with Client's project (Project) described as follows: Southside Park - Phase 1 Playground Area Improvements

SCOPE: D&F agrees to provide the Professional Services as defined in the attached Scope of Services (Attachment A).

COMPENSATION: Compensation for the Professional Services described in Scope Task(s) G

will be billed at a Time and Expense basis in accordance with D&F's Schedule of Rates (Attachment B) for an estimated amount of \$ 23,000.00. This is an estimate only and could be exceeded. Additional services requested or required in response to legal proceedings, including but not limited to depositions, will be invoiced at 1.5 times the applicable Standard Rate(s) in place at the time of services provided. Standard rates are subject to change without notice or written approval.

Compensation for the Professional Services described in Scope Task(s) A, B, C, D, E, F.1 and F.2

will be billed on a Lump Sum basis for a total amount of \$ 389,000.00.

CONTRACT VALIDITY: This Contract is valid only if signed within thirty calendar days of the date of this Agreement as noted above unless officially agreed to by both parties. No modifications, alterations, changes, or waiver to the Standard Terms and Conditions shall be valid or binding unless officially agreed to and acknowledged by both parties. A sample Amendment to Agreement for Professional Services is included as Attachment D.

Through the signing of this Agreement the signatory represents and warrants that they are duly authorized to enter into this Agreement on the Client's behalf. Signatory further acknowledges receipt and acceptance of Standard Terms and Conditions (Attachment C).

Client Acceptance

Signature

Name of Signatory

Title

Date

Davis & Floyd, Inc.

Brent P. Robertson

Signature

Brent Robertson, PE

Name of Signatory

VP Civil Engineering

Title

8-31-2022

Date

Attachments:

- A) Scope of Services
- B) 2021 D|F Schedule of Rates
- C) Standard Terms and Conditions
- D) Sample Amendment to Agreement for Professional Services

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SINCE 1954

Summary of Scope

Davis & Floyd, Inc. (D|F) along with sub-consultants will provide survey, civil engineering, architecture, landscape architecture, MEP services, permitting services, bidding services and limited construction services for the Southside Park Phase 1 Playground Area Improvements. The project is located near the intersection of Battery Creek Road and Southside Boulevard within the City of Beaufort, SC, as shown in the attached Exhibit A, prepared by Wood + Partners Inc (WP) dated May 9, 2022.

Basis of Design

The scope of services for this project shall be based on Phase one elements of the City approved Southside Park Conceptual Master Plan prepared by Wood+Partners Inc. dated May 9, 2022, Exhibit A to include the following Phase One Playground Area Improvements:

- 1) Controlled Vehicular Entry to include entry statement and vehicular access gate
- 2) New parking lot for approximately +/- 40 vehicles
- 3) Half-court Basketball court
- 4) Playground to include 2-5 and 5-12 playground areas
- 5) Playground Safety Surfacing
- 6) Playground fencing
- 7) Location of picnic tables, benches and trash receptacles to be supplied by City
- 8) Drinking Fountain
- 9) Swing Benches
- 10) Walks and Paths within the playground area
- 11) Landscaping and Irrigation (Phase One area)
- 12) Phase One site electrical improvements including security lighting at entry gate, parking lot and playground areas
- 13) Event Pavilion with restrooms (additive alternate)
- 14) Water and sewer services to the Event Pavilion.

Project Background:

- 1) Southside Park is a passive park located at the corner of Battery Creek Road & Southside Boulevard in Beaufort, South Carolina. The Phase One project site currently contains a mix of pines and sweet gums as well as canopy oaks. Access to the site is from Southside Boulevard.
- 2) The park contains a dog park, restrooms and an abandoned community building with nearby picnic pavilion. The park is also home to a public works facility. These facilities will remain and are not included in this proposal.
- 3) A preliminary estimate for the Phase One Playground areas described in Section A is approximately \$2,400,000 including the Event Pavilion and half-court basketball court.
- 4) The scope of services for this project includes Schematic Design/Design Development, preparation of Construction Documents, Permitting, support with the City of Beaufort's competitive bidding/procurement and Construction Phase Services for Phase One Playground Area Improvements at Southside Park. Services shall include normal site electrical engineering, architectural services (to include structural engineering and MP&E services), landscape

architecture and irrigation design. D|F shall provide project management of the design team and coordination with the City.

Project Assumptions

This Scope of Services is based upon the following assumptions:

- 1) Property is properly zoned.
- 2) Event Pavilion, playground area, basketball half-court, landscaping, irrigation, site lighting, structural and MEP designs will be provided by D|F's sub-consultant Wood + Partners.
- 3) Geotechnical exploration reports and studies will be provided by D|F's sub-consultant F&ME for pavement and structural foundation recommendations.
- 4) Critical line and freshwater wetland delineations will be completed by D|F's sub-consultant McCormick Taylor. Currently, it is anticipated that a USACOE wetland permit will not be required. If the delineation shows possible wetland impacts, D|F will notify the city as soon as possible. Wetland permitting is not included in this scope of services.
- 5) Survey will be completed by D|F's sub-consultant Andrews Engineering & Surveying.
 - a. Subsurface Utility Engineering (SUE) is not included. Potholing and/or borings to determine type, depth, size, condition, material, and other characteristics of underground features are not included in this scope of services.
- 6) Water and sewer service connections are planned to be provided for the Event Pavilion and water fountain. Water and sewer main extensions requiring SCDHEC permits are not included. Any sewer, water or other development impact fees will be paid for by the city.
- 7) Any variances and/or special exceptions are not included.
- 8) All permitting fees will be paid by D|F as reimbursable expenses.
- 9) As-builts and/or record drawings will be the responsibility of the awarded contractor.
- 10) Subdivision or easement plats are not included.
- 11) Negotiations with adjacent property owners and/or public meetings are not included.
- 12) If construction material supply-chain issues require substitutions that will involve re-permitting from agencies, additional services will be required.

Task A – Schematic Design/Design Development Phase Services (SD/DD)

1. SD/DD Services

- a. SD/DD Project Kick-off Meeting
 - i) D|F along with WP will attend one (1) zoom/teams meeting with the City for a project kick-off (limited to 2 hours).
- b. Surveying - Surveying Services will be completed by D|F's sub-consultant Andrews Engineering & Surveying. Survey will include the following:
 - i) The parcel boundary and adjacent Right-of-Way of the approximate 12.3 acre site;
 - ii) Trees over 10" in diameter within the Phase 1 limits;
 - iii) Topographic contour lines (NAVD 88 Datum) and an additional 1,780 LF of drainage ditches;
 - iv) Set on-site vertical benchmarks;
 - v) Locate utilities marked by "811 locates" and as found by various utility departments;
 - vi) Show FEMA/FIRM flood zone data, locate buildings, storm/sewer with inverts, DHEC/OCRM critical lines and all physical features within the project limits.

c. Utility Coordination

- i) D|F will contact the local utility providers to request record drawings to determine location, capacity, and request willingness to serve letter for water and sewer services;
- ii) D|F will provide the city with a summary report of the utility findings.

d. Stormwater Modeling

- i) D|F along with sub-consultant McCormick Taylor will develop best management practices to meet the stormwater quality requirements of the City of Beaufort. The Southern Lowcountry Stormwater (SoLoCo) Ordinance and Design Manual will be utilized for this project given the Phase 1 timing and future phases to be designed and constructed later. It is anticipated that SoLoCo will become the guiding stormwater requirements for the city in early fall 2022. Our team will establish and provide design criteria based on the water quality requirements for the project. The SoLoCo design manual indicates the project location is within the Bacteria and Shellfish Watershed Protection Area. The Bacteria and Shellfish Watershed Protection Areas are either impaired or have TMDLs, or the receiving waters are classified for shellfish harvesting. These watersheds require greater protection due to their Clean Water Act status or water quality classification.
- ii) Since the project will be part of a phased larger master plan, D|F will provide a stormwater analysis that will provide a preliminary model for the full build-out. The model will include information from previous projects and available LIDAR to produce upstream and downstream boundary conditions. It is anticipated that bioswales and pervious paving may be utilized to meet current stormwater requirements for the Phase 1 portion of the project.

e. Geotechnical - Geotechnical exploration reports and studies will be provided by D|F's sub-consultant F&ME. The report will be limited to the Phase 1 area and will include the following.

- i) Site preparation and grading;
- ii) Allowable bearing pressures and associated predicted total and differential settlements for shallow spread footings;
- iii) Unsuitable soil, if encountered;
- iv) Groundwater mitigation, if shallow groundwater is identified;
- v) Asphalt concrete over graded aggregate base (GAB) structural pavement section for the parking lot;
- vi) Site soil infiltration rate in inches per hour (in/hr).

f. Wetlands - Critical line and freshwater wetland delineations will be flagged by D|F's sub-consultant McCormick Taylor.

- i) Prior to conducting the environmental survey, McCormick Taylor will review existing data, which includes
 - (1) Review of the National Wetlands Inventory (NWI);
 - (2) The National Resource Conservation Service (NRCS) soil survey data;
 - (3) The National Hydrographic Dataset (NHD);
 - (4) Current aerial imagery and available contour data.
 - (5) Wetlands and other Waters of the U.S. (WOTUS) will be delineated in accordance with the USACE Wetlands Delineation Manual and the Coastal Plain Regional Supplement.

Hydrological conditions, present vegetation, and soil profiles will be documented. These features will be flagged in the field and mapped using a Trimble Geo 7x GPS receiver that provides submeter accuracy. Any features present will be recorded on a site map and submitted to the USACE as part of the Jurisdictional Determination packet. Wetland permitting is not included.

- g. Landscape Architecture Services – D|F will utilize Wood and Partners (WP) and their sub-consultants to provide Landscape Architectural Services, Site Electrical Engineering, Architectural, Structural, Mechanical, Plumbing and Electrical design services. WP will provide services that consist of usual and customary design services. They will work with DF to submit the plans to the appropriate jurisdictional authorities in application for required permits. They will develop and submit plans in alignment with Schematic Design/Design Development, Construction Documents, and Permitting Documents. They will support efforts during the Bidding/Procurement Phase and Construction Phase until project closeout.
- h. SD/DD Documents - Based on the information gathered from items a–f, D&F and the design team will prepare Schematic Design/Design Development Documents. The Documents shall illustrate and describe the development of the approved Master Plan and shall consist of drawings and other documents including plans, and typical construction details to fix and describe the size and character of the Project as to Architectural, Landscape Architectural, site electrical systems, and other appropriate elements. The Documents shall also include information that identifies major materials and systems and establish, in general, their quality levels.
 - i) Civil drawings will include the following:
 1. Cover Sheet and General Notes
 2. Existing Conditions Plan
 3. Demolition Plan and Tree Protection
 4. Site Plan
 5. Grading Plan
 6. Water Service and Sanitary Sewer Service Plan
 7. Site Detail Sheets
- i. Cost Estimate – D|F will provide a rough probable cost estimate for the Phase 1 site improvements. This information will be based on existing prices from previous D|F and design team projects. Due to market inflation, a contingency will be included in the estimate.
- j. Value Engineering – Based on the preliminary cost estimates, D|F will attend one (1) meeting with the City to discuss options to reduce cost to meet the Clients budget. Options approved by the city will be implemented and the site plan revised accordingly.

Task B – Construction Documents (90% CD's)

- 1) Based on the City of Beaufort's approval of the Schematic/Design Development Documents, and on the Client's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, D|F and the design team will advance the project and prepare Construction Documents. The Construction Documents shall illustrate and describe the further development of the approved Schematic/Design Development Documents and shall consist of Drawings and Technical Specifications setting forth in detail the quality levels and performance criteria of

materials and systems and other requirements for the construction of the Work. The Client and D|F acknowledge that, to perform the Work, a General Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the design team shall review.

- 2) During the development of the Construction Documents, D|F shall obtain from the Client the following:
 - a. Format of drawings and specifications to be used.
 - b. If used, the format of unit price list for select elements of the project (D|F's unit list will not be comprehensive).
 - c. The bidding requirements, Conditions of the Contract (General, Supplementary and other Conditions) and sample forms (i.e. bid form, etc.) will be provided.
 - d. D|F shall provide technical specifications for to be included in a project manual that will be issued by the Client.
 - e. D|F and their design team shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
 - f. D&F shall submit the Construction Documents to the Client at the 30% and 90% complete stages; advise the Client of any adjustments to the estimate of the Cost of the Work; and take any action required to remedy and request the City of Beaufort's approval. If at this time the design teams estimate of the Cost of the Work exceeds the budget for the Cost of the Work, D&F shall make appropriate recommendations to the Client to adjust the Project's size, quality, or budget for the Cost of the Work, and the Client shall participate with D|F in making such adjustments.
 - g. Civil drawings at the 90% complete will include the following:
 - i. Cover Sheet and General Notes
 - ii. Existing Conditions Plan
 - iii. Demolition Plan and Tree Protection
 - iv. Site Plan
 - v. Grading Plan
 - vi. Drainage Plan and Profiles
 - vii. Erosion Control Plan
 - viii. Water Service and Sanitary Sewer Service Plan
 - ix. Dry Utilities Plan
 - x. Site Detail Sheets

Task C – Permitting Phase

- 1) D|F and their design team in concert with the Client shall prepare preliminary and final technical plans for submittal to the Design Review Board (DRB) of the City of Beaufort including attending any necessary staff and/or committee meetings to represent and obtain design reviews.
- 2) D|F and sub-consultant WP in concert with the Client shall prepare technical plans for submittal to City of Beaufort to obtain a sign permit. This includes attending any necessary staff and /or committee meetings to represent and obtain design approval.
- 3) D|F and their team shall coordinate with the Client as we provide storm water and utility designs including submittal documents to permitting agencies. The permits submittals will include:
 - a. SCDHEC CZC
 - b. SCDHEC NOI (NPDES)
 - c. City of Beaufort MS4

- d. City of Beaufort Planning and Zoning
 - e. Beaufort-Jasper Water & Sewer Authority
 - f. Dominion Energy for Power
- 4) Permitting application fees and any other applicable fees for the project shall be considered reimbursable expenses.

Permitting Exclusions:

If additional permitting is required outside the scope of services, it will be considered additional services and billed at the rates shown in the attached Standard Rate and Reimbursable Schedule.

Task D – Construction Documents (100% CD's)

Based on comments from the permitting agencies, D&F and the design team will finalize and prepare the 100% level CD drawings and specifications to be submitted as Stamped Construction Plans for building permit.

- 1) Civil drawings at the 100% complete will include the following:
 - a. Cover Sheet and General Notes
 - b. Existing Conditions Plan
 - c. Demolition Plan and Tree Protection
 - d. Site Plan
 - e. Grading Plan
 - f. Drainage Plan and Profiles
 - g. Erosion Control Plan
 - h. Water Service and Sanitary Sewer Service Plan
 - i. Dry Utilities Plan
 - j. Site Detail Sheets

Task E– Bidding/Procurement Phase

D|F will provide limited assistance during bidding and will provide the following services.

- 1) Following the City of Beaufort's approval of the Construction Documents, D|F shall be available to assist the Client with competitive bidding of the project.
- 2) D|F shall assist the Client in bidding the Project by:
 - a. Making drawings and specifications available for inclusion in bidding documents. D&F will take lead in bidding the project per City procurement requirements.
 - b. Attending a pre-bid conference for prospective bidders.
 - c. Assisting the Client in preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - d. Reviewing bidding results, as organized and conducted by the Client or City of Beaufort.
- 3) D|F and the design team shall, as an Additional Service, consider requests for substitutions and prepare necessary addenda identifying approved substitutions to all prospective bidders.

Task F.1— Construction Administration

- 1) D|F shall provide limited administration of the Contract between the City and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the City and Contractor modify AIA Document A201–2017, those modifications shall not affect D|F's services under this Agreement unless the Client and the D|F amend this Agreement.
- 2) D|F shall advise and consult with the Client during the Construction Phase. D|F shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall D|F be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
- 3) D|F's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date of issuance of the final Certificate for Payment.
- 4) D|F and the design team shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, D|F and the design team shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The number of on-site visits included in basic services are defined in paragraph F.5., below. If additional site visits are requested by the Client, they shall be considered Additional Services.
- 5) If D|F and the design team provides Construction Phase Services exceeding the limits set forth, they shall be considered as Additional Services. When the limits below are reached, D|F shall notify the Client:
 - a. Two (2) reviews of each Shop Drawing, Product Data item, sample, and similar submittals of the Contractor. Additional submittal review will be considered additional services.
 - b. Six (6) visits to the site by D|F, one (1) visit to the site for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; and one (1) visit to the site for any portion of the Work to determine final completion, totaling eight (8) site visits during the construction phase by D|F and (8) site visits by WP.
 - c. Based on the site visits, the D|F shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Client the following:
 - i. Known deviations from the Contract Documents.
 - ii. Known deviations from the most recent construction schedule submitted by the Contractor, and
 - iii. Defects and deficiencies observed in the Work.
 - d. D|F shall review and comment on the amounts due to the Contractor following receipt of monthly pay applications. D|F's input on payment shall constitute a representation to the Client, based on the evaluation of their Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point

indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount requested.

- e. The foregoing representations are subject to the following:
 - i. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
 - ii. Results of subsequent tests and inspections.
 - iii. Correction of minor deviations from the Contract Documents prior to completion, and
 - iv. Specific qualifications expressed by D|F.
- f. The review and input on Certificate for Payment shall not be a representation that D|F has:
 - i. Made exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
 - ii. Reviewed construction means, methods, techniques, sequences, or procedures.
 - iii. Reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or
 - iv. Ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- g. D|F and the design team shall review and approve, or take other appropriate action upon, the Contractor's submittals applying to their work such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. D|F's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. D|F's and the design team's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- h. D|F and the design team shall:
 - i. Conduct site visits to comment on the determination of a date or dates of Substantial Completion and the date of final completion.
 - ii. Provide input on the Client's issuance of a Certificate of Substantial Completion.
 - iii. Forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - iv. Provide input on the Client's issuance of a final Certificate for Payment based upon a final inspection indicating that, to the best of D|F and the design team's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- i. D|F and the design team's site observations shall be conducted with the Client to check conformance of the Work with the requirements of the Contract Documents

and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

- j. The Client shall be responsible for obtaining the appropriate closeout documents required by the contract documents and received from the Contractor.

Task F.2– Weekly SWPPP Inspection (Stormwater Inspections)

- 1) D|F will provide weekly required DHEC erosion control inspections (SWPPP) to document the construction site by a Certified Erosion Prevention & Sediment Control Inspector (CEPSCI). Fifty-two (52) inspections are proposed based on a 9-month construction duration and a 3-month additional site stabilization period so that a DHEC notice of Termination (NOT) can be submitted to close-out the project. Weekly reporting will be completed, and documentation will be distributed to the city and contractor.

Task G – Reimbursable Expenses

- 1) D|F will invoice for reimbursable expenses on a cost plus basis and are providing an estimated fee based on what these expenses may be. Reimbursable expenses include mileage, printing, permit fees paid in advance on the Owners behalf, color plotting and subsistence. We will only invoice for actual expenses accrued.

(End of Scope of Services)

D|F 2021 D|F SCHEDULE OF RATES

CONFIDENTIAL

PERSONNEL RATE SCHEDULE			
CATEGORY		CLASS	RATE: \$/HOUR
Project Definition & Planning	Surveying & Mapping	Crew Chief I	\$85
		Crew Chief II	\$95
		Surveyor I	\$125
		Surveyor II	\$140
		GIS Technician	\$90
		GIS Analyst	\$115
		GIS Professional	\$140
	Planning & Landscape Architecture	Landscape Architect I	\$105
		Landscape Architect II	\$125
		Landscape Architect III	\$165
		Landscape Architect IV	\$195
		Land Planner I	\$65
		Land Planner II	\$85
		Land Planner III	\$105
Project Management & Execution	Engineer/Technical	Technician I	\$62
		Technician II	\$72
		Designer I	\$88
		Designer II	\$118
		Specialist I	\$133
		Specialist II	\$170
		Specialist III	\$185
		Staff Engineer I	\$105
		Staff Engineer II	\$115
		Engineer I	\$122
		Engineer II	\$140
		Engineer III	\$160
		Engineer IV	\$185
		Engineer V	\$245
	Engineer VI	\$275	
	Administration	Accountant I	\$67
		Accountant II	\$82
		Accountant III	\$100
		Clerical I	\$67
		Clerical II	\$85
		IT Technician I	\$100
		IT Technician II	\$125
		Director I	\$80
		Director II	\$122
		Director III	\$177
Director IV		\$235	
Director V	\$255		
Project Construction	Construction Engineering	Inspector I	\$60
		Inspector II	\$80
		Inspector III	\$125
		Resident Construction Manager I	\$135
		Resident Construction Manager II	\$155
		Resident Construction Manager III	\$185
SPECIALTY SERVICES AND EXPENSES			RATE
Overtime (Non-Exempt), Legal Proceeding Support, & Emergency Service			Standard Rate x 1.5
Reimbursable Expenses (incl. Subconsultants)			At Cost x 1.15
Mileage			Current Federal Rate
Specialty Software & Equipment			Available Upon Request
Printing/Binding			Available Upon Request

*Rates Subject to Reasonable Change

DAVIS & FLOYD, INC.
STANDARD TERMS AND CONDITIONS

Unless otherwise agreed in a written contract, services provided by Davis & Floyd, Inc. are expressly limited to the terms and conditions stated herein.

1. **QUALITY OF WORK.** All services of Davis & Floyd, Inc., ("D&F"), and its subsidiaries, independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted industry practice. All estimates, recommendations, opinions and decisions of D&F will be on the basis of the information available to D&F's experience, technical qualifications, and professional judgement.

2. **INVOICES AND PAYMENT.** Invoices will be submitted periodically directly to the Client (customarily on a monthly basis) and are due and payable upon receipt. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. Client will be responsible for any applicable taxes in the manner and amount as required by law.

Expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors; identifiable drafting and stenographic supplies; computer time and software; and expandable materials and supplies purchased specifically for the Project. A fifteen percent (15%) handling and administrative charge will be added to those foregoing items, which are purchased from outside sources. When D&F, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense. Analyses performed in the D&F's or D&F's subconsultant's laboratories will be billed on a unit-cost-per-analysis basis unless specified otherwise in the proposal.

Unpaid balances shall be subject to a late charge at the rate of one and one half percent (1.5%) per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, D&F may, after giving seven days written notice to Client, suspend services without liability until Client has paid in full all amounts due D&F on account of services rendered and expenses incurred, including late charges on the past due invoices. Payment of invoices is not subject to discounting by Client. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of the agreement between D&F and the Client. Venue of legal proceedings shall be in the county of the principal place of business of D&F.

3. **CHANGES OR DELAYS.** Unless the accompanying Proposal provides otherwise, the proposed fees constitute the D&F's estimate to perform the services required to complete the Project, as we understand it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. D&F will inform the Client of such situations so that negotiation of change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities or information, for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this proposal.

4. **INSURANCE.** As protection for D&F, Workers Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance is maintained at D&F's expense. Certificates of such insurance will be provided to Client upon request. D&F agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available, from carriers acceptable to D&F) provided the costs for additional insurance are reimbursed by Client.

5. **INDEMNIFICATION AND ALLOCATION OF RISK.** To the fullest extent permitted by law, D&F shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of D&F, D&F's officers, directors, partners, employees, and consultants in the performance of D&F's services under this agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless D&F, D&F's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this agreement.

To the fullest extent permitted by law, D&F's total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of D&F and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that D&F's negligence bears to the total negligence of Client, D&F, and all other negligent entities and individuals.

6. **LIMITS OF LIABILITY.** It is understood that any and all professional liabilities incurred by D&F throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by D&F, not including reimbursable expenses and subconsultants, for all services rendered on the Project.

7. **LITIGATION.**

All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by D&F, in connection with work performed for that Client, shall be paid by the Client. Such costs shall include, but not be limited to, hourly charge for persons involved in responding to subpoenas, travel and accommodations, mileage, attorney's preparation of testifier and advice of counsel in connection with response to subpoenas, and other expenses deemed reasonable and associated with said litigation.

8. **ACCESS.** Client shall arrange for safe access to and make all provisions for D&F and D&F's consultants to enter upon public and private property as required for D&F to perform services.

9. **TERMINATION.** Either party may terminate the Agreement, in whole or in part, by giving seven days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. The final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs D&F incurs relating to commitments that had become firm before termination and for a reasonable profit for services performed.

10. **CONFIDENTIALITY.** D&F shall maintain as confidential and not disclose to others without Client's prior written consent, all information obtained from Client not otherwise previously known to D&F or in the public domain, as Client expressly designates in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of D&F, (2) is furnished or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

Client agrees that D&F may use and publish Client's name and a general description of D&F's services with respect to the Project in describing D&F's experience and qualifications to other Clients or potential Clients.

11. **COST ESTIMATING.** Since D&F has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the cost of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified professional, familiar with the construction industry; but D&F cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, he shall employ an independent cost estimator to make such a determination.

12. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications, prepared or furnished by D&F (and D&F's subsidiaries, independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and D&F shall retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by D&F for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to D&F or D&F's subsidiaries, independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle D&F to further compensation at rates to be agreed upon by Client and D&F.

13. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by D&F. Files in electronic media format of text, data, graphics, or of other types that are furnished by D&F to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

When transferring documents in electronic media format, D&F makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by D&F at the beginning of the assignment. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 30-day acceptance period. D&F shall not be responsible to maintain documents stored in electronic media format after acceptance by Client.

14. **HANDLING OF SAMPLES.** With regards to samples received by D&F for laboratory analysis, after the analytical results have been reported, samples are routinely retained in our storage facilities for 14 days. Prior arrangements must be made if samples are to be held for longer periods. D&F may charge a monthly fee for long-term storage of samples. Unused portions of samples found or suspected to be hazardous according to state or federal guidelines may be returned to the Client upon completion of the analytical work. These include samples known or suspected to contain hazardous materials as defined by state or federal regulatory agencies. The cost of disposal or returning the samples may be invoiced to the Client. The sample and portions thereof remain the property of the Client at all times.

15. **RETENTION OF LABORATORY REPORTS.** After analytical results have been reported to Client, D&F will normally retain copies of such analytical reports for a period of three years, after which time such reports may be destroyed. D&F makes no guarantee and assumes no responsibilities for retention of such reports. If Client requests additional copies of such analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.

16. **CONTROLLING AGREEMENT.** To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these Standard Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in Client's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the service under this proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by D&F. D&F's acknowledgement of receipt of any purchase order, requisition, notice or authorization of D&F's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

17. **PROPRIETARY DATA.** The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without express written consent of D&F.

18. **GOVERNING LAW.** This Agreement is to be governed by and construed in accordance with the law of the principal place of business of D&F.

19. **CONTRACTS.** All contracts are subject to review and approval by D&F's legal department and must be signed by a corporate officer.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Agreement for Professional Services:

Client:

Engineer: Davis & Floyd, Inc.

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Client
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include method of compensation, if applicable (LS, CP, CPM, other).]

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Attachment C.

Client and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Through the signing of this Agreement the signatory represents and warrants that they are duly authorized to enter into this Agreement on the Client's behalf.

Client Acceptance

Davis & Floyd, Inc.

Signature

Signature

Name of Signatory

Name of Signatory

Title

Date

Title

Date

SAMPLE



Swing Bench



Bench



Picnic Table



Trash Receptacle

Phase 1 Area



Playground and Safety Surface



Dog Park Entry



K9 Grass (Artificial Turf)



LEGEND	
A CONTROLLED VEHICULAR ENTRY	I RENOVATED DOG PARK <ul style="list-style-type: none"> • Large and Small Dog Areas • New Fence Enclosures • New Common Entry Corral with Leash Hooks • New Pet Fountain with Mistng Sprays & Lockable Hose Bibb • Artificial (K-9) Turf in Large Dog Area • Potential Agility Course & Surfacing • Large Dog Picnic Pavilion (4 Table Capacity) • Small Dog Picnic Pavilion (2 Table Capacity) • Pet Waste Stations
B WOODLAND PLAYGROUND & PARKING <ul style="list-style-type: none"> • 2-5 Year Old Play • 5-12 Year Old Play • Accessible Features • Picnic Tables & Benches • ± 41 Parking Spaces 	J POTENTIAL WALK CONNECTIONS TO WADDELL ROAD & COUNTY PARK SITE
C EVENT PAVILION <ul style="list-style-type: none"> • Restrooms & Storage • 6 Picnic Table Capacity • Serves Playground & Festival Lawn 	K CREATED WETLAND HABITAT AND DRAINAGE AREAS <ul style="list-style-type: none"> • Expand Low Areas to Create Wetland Habitat and Improve Site Drainage Storage • May Utilize Cut for Fill On-Site to Re-Grade Festival Lawn • Wetland Overlook • Interpretative Signage
D FITNESS NODES (3) <ul style="list-style-type: none"> • Stations with Mixed Outdoor Fitness Equipment (2 per Node) 	L DISC GOLF COURSE (9 HOLES) & TRAILHEAD
E ENHANCED STREETSCAPE <ul style="list-style-type: none"> • On-Street Parking • Sidewalks • Canopy Trees 	M HALF COURT BASKETBALL (42' x 50') <ul style="list-style-type: none"> • Benches
F MULTI-USE FESTIVAL LAWN <ul style="list-style-type: none"> • Re-Grade for proper drainage • Provide Festival Opportunities • Provide Free Play Recreation • Sized for (2) Soccer Fields (225'x360') • Concrete Walk with Swing Benches 	N NORTHWEST PERVIOUS PATHS
G RENOVATE EXISTING RESTROOMS	O RENOVATE EXISTING COMMUNITY BUILDING
H IMPROVED PARKING FOR DOG PARK, FESTIVAL LAWN & DISC GOLF COURSE <ul style="list-style-type: none"> • ± 114 Parking Spaces 	

STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL AGREEMENT
COUNTY OF JASPER) REGARDING AFFORDABLE HOUSING
COUNTY OF BEAUFORT)

THIS INTERGOVERNMENTAL AGREEMENT is entered into with an effective date of _____, 2022 by and among Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville and the Town of Yemassee (collectively referred to as "the Parties").

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("SoLoCo"), desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative; and

WHEREAS, the Parties recognize that decent, affordable housing is important in that it fulfills a basic human need for shelter, contributes to the well-being of families, provides stability which may lessen the catalysts of physical illness and mental illness and stress, and is a critical component of the economic vitality of the region to attract and retain employees in the local workforce; and

WHEREAS, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund ("RHTF") in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund and an Oversight board to improve affordable housing;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants set forth below, the Parties hereto hereby agree as follows:

Section 1 Definitions.

For purposes of this Agreement:

- a. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed one hundred percent (100%) of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD). Projects serving households with income at or below 60% of the Annual Median Income will receive priority consideration.
- b. "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- c. "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

Section 2 Priorities.

The priorities identified in the Asakura Robinson study of August 2021 are hereby adopted as follows:

- a. Providing accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.
- b. Overcoming barriers to affordable development, such as financial gaps and land availability.
- c. Ensuring a regional approach for affordable housing that addresses the needs of each jurisdiction, while meeting important strategic goals for housing location.
- d. Understanding the tools and resources available to Housing Trust Funds through various state and federal laws and regulations.
- e. Identifying a stable and reliable dedicated revenue source.

Section 3 Funding.

- a. SC Code Section 31-22-30, as amended, provides that "a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government".
- b. The Parties agree the RHTF established by this Agreement shall be funded for a period of ten (10) years with annual contributions by the Parties apportioned based on annual census population numbers. See Attachment A for Year 1 apportionment. Apportionment for Years 2-9 shall be

updated annually after the population census numbers are released and documented via written amendment to this Agreement to be signed by all the Parties.

- c. Funding shall be committed via the Parties' budgeting authority. Sources of these funds include, but are not limited to, one or more of the following:
 - i. donations;
 - ii. bond proceeds; and
 - iii. grants and loans from a state, federal, or private source.
 - iv. any other public funds which may be lawfully used to support Affordable Housing.

- d. Alternate sources of funding for the RHTF
The Parties may alter a source of funding for the regional housing trust fund by amending the ordinance(s) that establish financing for the regional housing trust fund, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the regional housing trust fund in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State. Each Party will make an initial contribution to the RHTF based on the Chart outlined in Attachment A.

- e. The Parties shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.

- f. The Parties may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a regional housing trust fund, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below one hundred percent of the median income with priority consideration being given to projects serving those individuals or families with incomes at or below sixty (60) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.

- g. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. The Parties shall seek additional resources for housing programs and projects to the maximum extent practicable. The Parties shall administer the RHTF through a new or existing nonprofit organization to encourage private charitable donation to the funds. Where a regional housing trust fund receives such a donation, the donation must be used and accounted for in accordance with the purpose as established by the RHTF Oversight Board and in accordance with State statutes.

- h. A regional housing trust fund established, utilized, or funded under this Agreement and enabling ordinances must provide an annual report to the Parties that created the fund and attested to this agreement. Minimum requirements for such said report is outlined in Attachment B. The

regional housing trust fund director must offer to present to each Parties' Council the annual report details and make the report available to the public by posting it on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation

- i. The Parties agree that projects funded by the RHTF will be judged on their merits and that funding and location of those projects will vary from year to year; and

Section 4 Operations.

- a. Each Party shall appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board ("the Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Board. The ninth appointee would be an at large representative agreed upon by the Parties making the membership a total of nine representatives. Board Members shall represent a diverse field of experts familiar with affordable housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.
- b. Meetings will be held six times per year.
- c. Board responsibilities include:
 - i. Providing feedback on community needs, serving as an advocate for affordable housing and the RHTF, connecting the Administrative Operating Contractor with community resources, and acting as a direct liaison between the RHTF and the local government entity.
 - ii. Drafting and adopting bylaws for the operation of the Board within six (6) months of the creation of the RHTF; By-laws shall address how a member Party may terminate their participation and funding, including how that termination will or could impact RHTF projects in their jurisdiction, and the methodology for complete dissolution of the RHTF if a voting majority of the Parties agree; By-laws shall address how a quorum is established, a meeting and reporting schedule, and any other requirements as defined by State statute
 - iii. Make decisions on how the RHTF will operate to include whether to establish a 501(c)3, hire employees, contract with a Certified Development Financial Institution (CDFI), or other method agreed upon by a majority of the Board, manage the operations of the RHTF to include hiring, firing, potential contracts, and other items that require approval as outlined in adopted bylaws.
 - iv. Allocating other permissible funds to projects including, but not limited to, impact fee waivers, water and sewer impact fees,
 - v. Develop an annual budget with projected revenues and expenditures.
 - vi. Define types of projects eligible for funding.

Section 5 Term and Termination.

The term of this Agreement shall be ten (10) years from the date of full execution by the Parties which shall be understood to be the date first set forth above. This Agreement may be renewed for another ten (10) year term as agreed to in writing by the Parties. Termination of the Agreement in whole may only occur via dissolution of the RHTF.

Section 6 Fiscal Agent.

Beaufort County will contract with Community Works to serve as the fiscal agent and will manage the financial relationship with the Parties, Community Works and the Board. Beaufort County will provide financial reports on a quarterly basis to the Parties.

Section 7 Notices.

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the official main address of the member parties or to such other address as may from time to time be designated by written notice or via email with confirmation of email delivery receipt. Notices shall be deemed delivered when five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party or upon confirmation of email delivery receipt.

Section 8 Governing Law and Severability Clause.

This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought and fully litigated in a court of competent jurisdiction located in Beaufort County, South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The stricken provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

Section 9 Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

Section 10 Miscellaneous.

This IGA expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The captions and headings used in this IGA are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this IGA. As used in this IGA, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This IGA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

Section 11 Authorization and Execution.

This AGREEMENT is signed by the authorized representatives of the parties set forth below, and is effective as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY: _____ date: _____

JASPER COUNTY: _____ date: _____

THE TOWN OF HILTON HEAD ISLAND: _____ date: _____

THE CITY OF BEAUFORT: _____ date: _____

THE TOWN OF BLUFFTON: _____ date: _____

THE TOWN OF PORT ROYAL: _____ date: _____

THE CITY OF HARDEEVILLE: _____ date: _____

THE TOWN OF YEMASSEE: _____ date: _____

Attachment A

Year Sum	Beaufort County	Hilton Head Island	Bluffton	Port Royal	City of Beaufort	Jasper County	Hardeeville	Yemassee	
Y1*	\$2,035,058	\$1,119,523	\$156,815	\$59,474	\$197,669	\$200,671	\$175,240	\$108,699	\$16,967

*Year 1 = 3% of American Rescue Plan funds

Y2	\$515,000	\$228,605	\$86,559	\$63,702	\$32,683	\$31,274	\$57,117	\$12,579	\$2,482
Y3	\$530,750	\$235,596	\$89,206	\$65,650	\$33,682	\$32,230	\$58,864	\$12,964	\$2,558
Y4	\$546,672	\$242,664	\$91,882	\$67,619	\$34,693	\$33,197	\$60,629	\$13,353	\$2,635
Y5	\$563,072	\$249,944	\$94,639	\$69,648	\$35,734	\$34,193	\$62,448	\$13,753	\$2,714
Y6	\$579,965	\$257,442	\$97,478	\$71,737	\$36,806	\$35,219	\$64,322	\$14,166	\$2,795
Y7	\$597,363	\$265,165	\$100,402	\$73,889	\$37,910	\$36,275	\$66,251	\$14,591	\$2,879
Y8	\$615,284	\$273,120	\$103,414	\$76,106	\$39,047	\$37,364	\$68,239	\$15,028	\$2,966
Y9	\$633,743	\$281,314	\$106,517	\$78,389	\$40,218	\$38,485	\$70,286	\$15,479	\$3,055
Y10	\$652,755	\$289,753	\$109,712	\$80,741	\$41,425	\$39,639	\$72,395	\$15,944	\$3,146
Sum	\$7,269,662	\$3,443,127	\$1,036,623	\$706,955	\$529,866	\$518,548	\$755,791	\$236,555	\$42,197

Attachment B

Reporting Requirements

The annual report will be provided to RHTF Oversight Board by the Operating Administrator and/or staff responsible for managing and administering the Fund as outlined in a separate operating agreement between the two parties. The annual report must include, at a minimum, the following metrics:

- 1) **Impact Data:** the project names and location funded in each participating jurisdiction, the amount of funding provided per project, the number and type of dwelling units built/or preserved in each funded project along with an affordability percentage breakdown, and demographic data where available.
- 2) **Financial Data:** the accounting of revenues and expenditures of the fund, additional funding raised to support the RHTF including additional project capital and operating investments, project leveraging amounts and other inkind or financial support provided to support the purpose of the fund.
- 3) Where feasible and available, success stories and project highlights, including pictures and testimonials.