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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
October 25, 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. PRESENTATIONS

- A. Presentation by Representative Shannon Erickson

IV. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

- A. Resolution recognizing the Beaufort County Historical Society

V. PUBLIC COMMENT

VI. PUBLIC HEARING

- A. Zoning of Parcel R100 014 000 0158 0000, 7597 Patterson Road, approximately 4.75 acres currently zoned T2R, Residential District (Beaufort County) to T3-S, Suburban District, (City of Beaufort)
- B. Zoning of Parcel R200 018 000 170A 0000, 139 Chowan Creek Bluff Road, approximately 2.0 acres currently zoned T2RN, Rural Neighborhood (Beaufort County) to T3-S, Suburban District, (City of Beaufort)

VII. MINUTES

- A. Worksession and Regular Meeting - October 11, 2022

VIII. OLD BUSINESS

- A. Ordinance authorizing the City Manager to Execute a Contract for Sale and Purchase, to Consent to a Development Agreement, and to Execute such other documents as may be necessary for the sale by the City to Magnus BCP2, LLC of Parcel K (8 +/- acres) in the Commerce Park for the construction of a Speculative Industry Building - 2nd

reading

IX. NEW BUSINESS

- A. Request from Gullah Traveling Theater for co-sponsorship to host A Gullah Taste of Christmas on Saturday, December 3, 2022 , 11:00 AM to 4:00 PM in the Henry C. Chambers Park
- B. Authorization to allow the City Manager to execute Notice of Intent to Terminate MOU with Beaufort Jasper Water & Sewer Authority re: Garbage and/or Recycling Billing Services
- C. Authorization to allow the City Manager to amend the contract with Capital Waste Services to include Billing Services for Solid Waste and Recycling

X. REPORTS

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

XI. ADJOURN

Resolution

WHEREAS, the Beaufort County Historical Society was founded in 1939, is the oldest historical organization in Beaufort County dedicated to the study of the Beaufort District, and

WHEREAS, the Beaufort County Historical Society is an all-volunteer membership organization providing, by charter, at least four (4) free public lectures each year featuring the history of Beaufort County, and

WHEREAS, the Society provides proper research, funding, and installation of many South Carolina Department of Archives and History (SCDAH) markers in the City and County of Beaufort, and

WHEREAS, the Society has created a free, self-paced tour of SCDAH markers in digital format on their website and Facebook page, and

WHEREAS, tourism is a primary economic driver in our area, the Beaufort County Historical Society remains a relevant nonprofit entity providing an online “portal or presence” to assist with inquiries about Beaufort history and genealogy.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Beaufort, South Carolina, duly assembled, recognizes the valuable contribution of the Beaufort County Historical Society to our community and their ongoing dedication to the history of the Beaufort District.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 25th day of October 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:** 10/11/2022
FROM: Rico Giani, Interim Community and Economic Development Director
AGENDA ITEM TITLE: Zoning of Parcel R100 014 000 0158 0000, 7597 Patterson Road, approximately 4.75 acres currently zoned T2R, Residential District (Beaufort County) to T3-S, Suburban District, (City of Beaufort)
MEETING DATE: 10/25/2022
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Notice Of Publication of Hearing	Backup Material	10/12/2022
7597 Aerial Map	Backup Material	10/12/2022
7597 Tax Map	Backup Material	10/12/2022
Comp Plan - Future Land Use with Annexations	Backup Material	10/12/2022



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23676	328773	Print Legal Ad-IPL00930450 - IPL0093045		\$88.38	2	19 L

Attention: Julie Bachety
 CITY OF BEAUFORT
 1911 BOUNDARY ST
 BEAUFORT, SC 299023825

**City of Beaufort
 NOTICE OF PUBLIC HEARING
 Notice of Public Hearing for Zoning**

The Mayor and Council of the City of Beaufort will conduct a public hearing at City Hall, 1911 Boundary Street, Beaufort SC in council Chambers on October 25th, 2022, at Seven (7) o'clock P.M. for zoning of the following properties:

1. Zoning of a parcel, approximately 11.11 acres, located at 7597 Patterson Road from T2R, Residential District (Beaufort County) to T3-S, Suburban District, (City of Beaufort). The property is further identified as R100 014 000 0158 0000.

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You can view the meeting live via the City's Facebook page (City Beaufort, SC). Documents relating to this request are available for public inspection between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday at the City of Beaufort Planning Department, 1911 Boundary Street or online at <http://www.cityofbeaufort.org/AgendaCenter>. Written comments may also be submitted prior to the hearing to the City of Beaufort Planning Department in person or via email development@cityofbeaufort.org.
 IPL0093045
 Oct 6 2022

STATE OF)
 SOUTH CAROLINA) AFFIDAVIT
 COUNTY OF BEAUFORT)

I, Tara Pennington, makes oath that the advertisement, was published in The Island Packet and The Beaufort Gazette, a newspaper published in Beaufort County, State and County aforesaid, in the issue(s) of

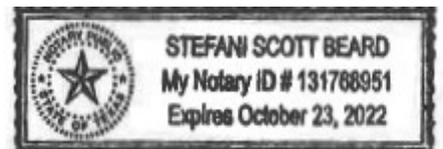
No. of Insertions: 1
 Beginning Issue of: 10/06/2022
 Ending Issue of: 10/06/2022

Tara Pennington
 Tara Pennington

Sworn to and subscribed before me this 12th day of October in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

7597 Patterson Rd



9/9/2022, 10:23:06 AM

Road Classifications

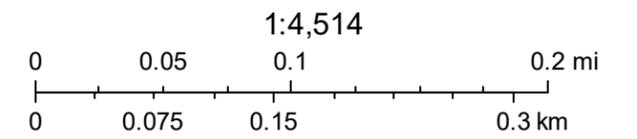
- COUNTY, PAVED
- LiveParcels
- HISTORIC DISTRICT-Preservation Heighborhood
- HISTORIC DISTRICT-Conservation Neighborhood
- Bladen Street Redevelopment District

- Boundary Street Redevelopment District
- Retail Overlay (Church & Green Street)
- Retail Overlay

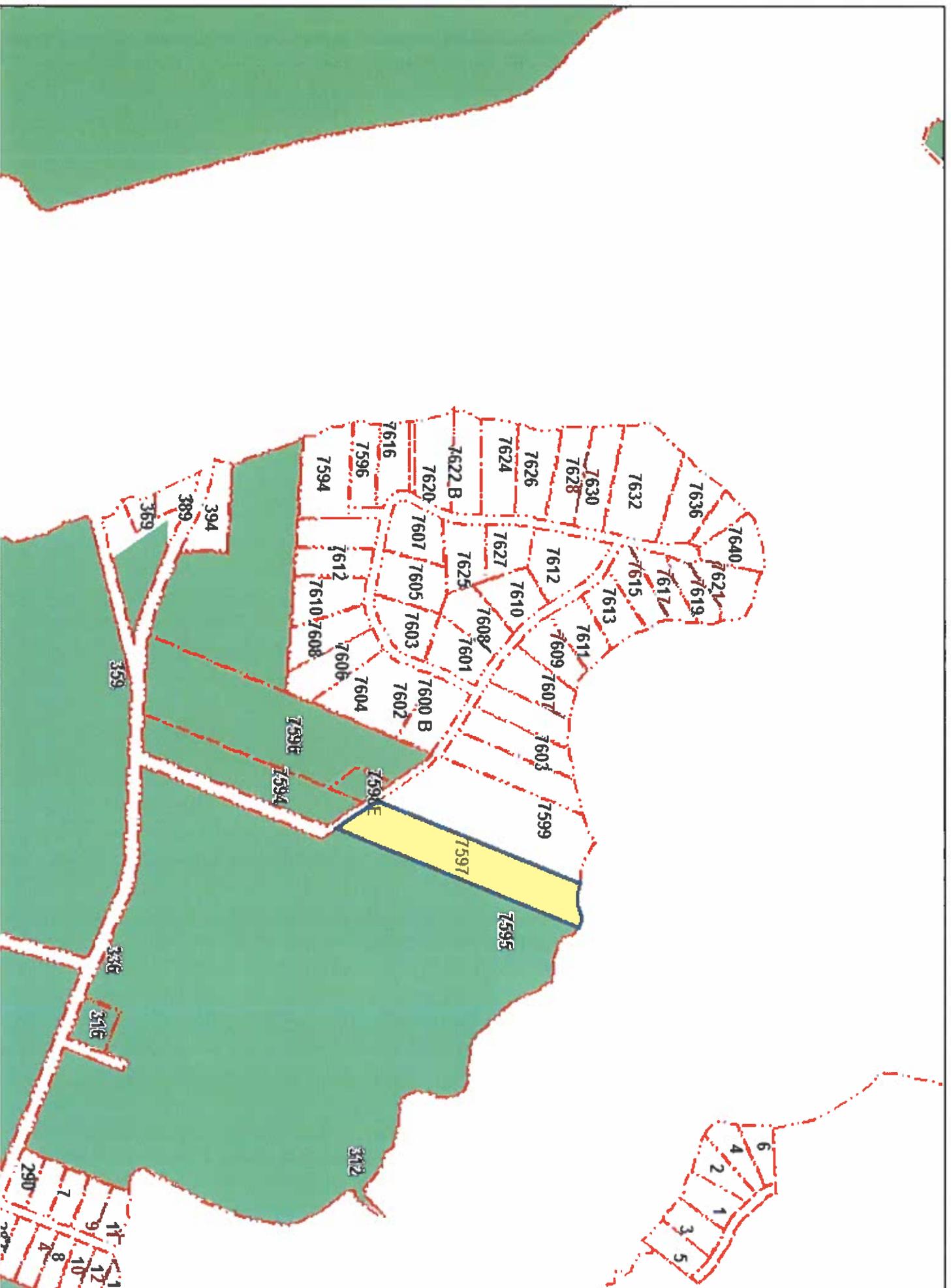
- Zoning Districts**
- LEGACY PUD (LPUD)
 - T1

- T3-S
- T3-N
- T4-HN
- T4-N
- T4-NA
- T5-DC
- T5-UC
- T5-UC / RMX
- RMX
- IC
- MH
- LI

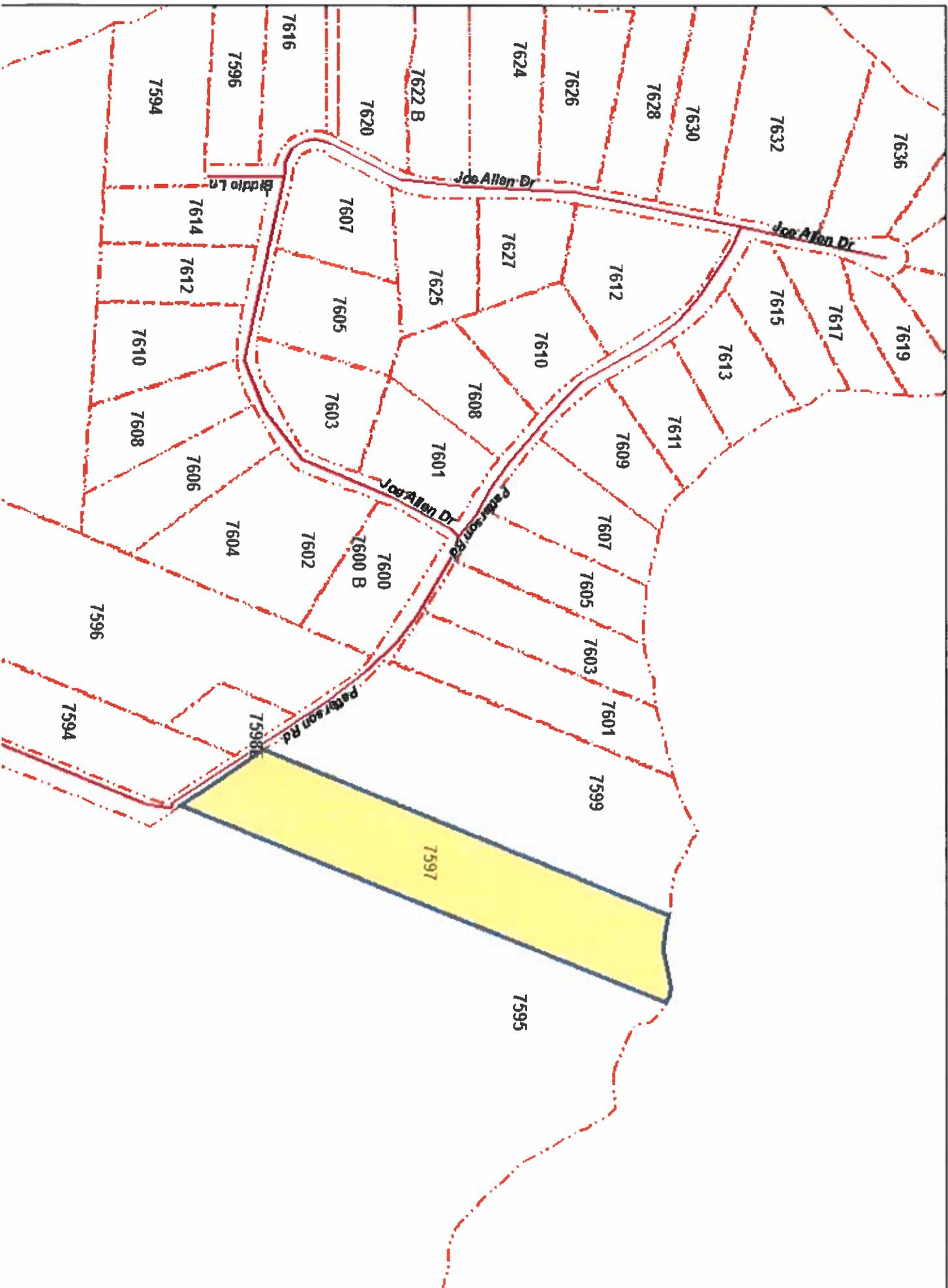
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- Blue: Band_3

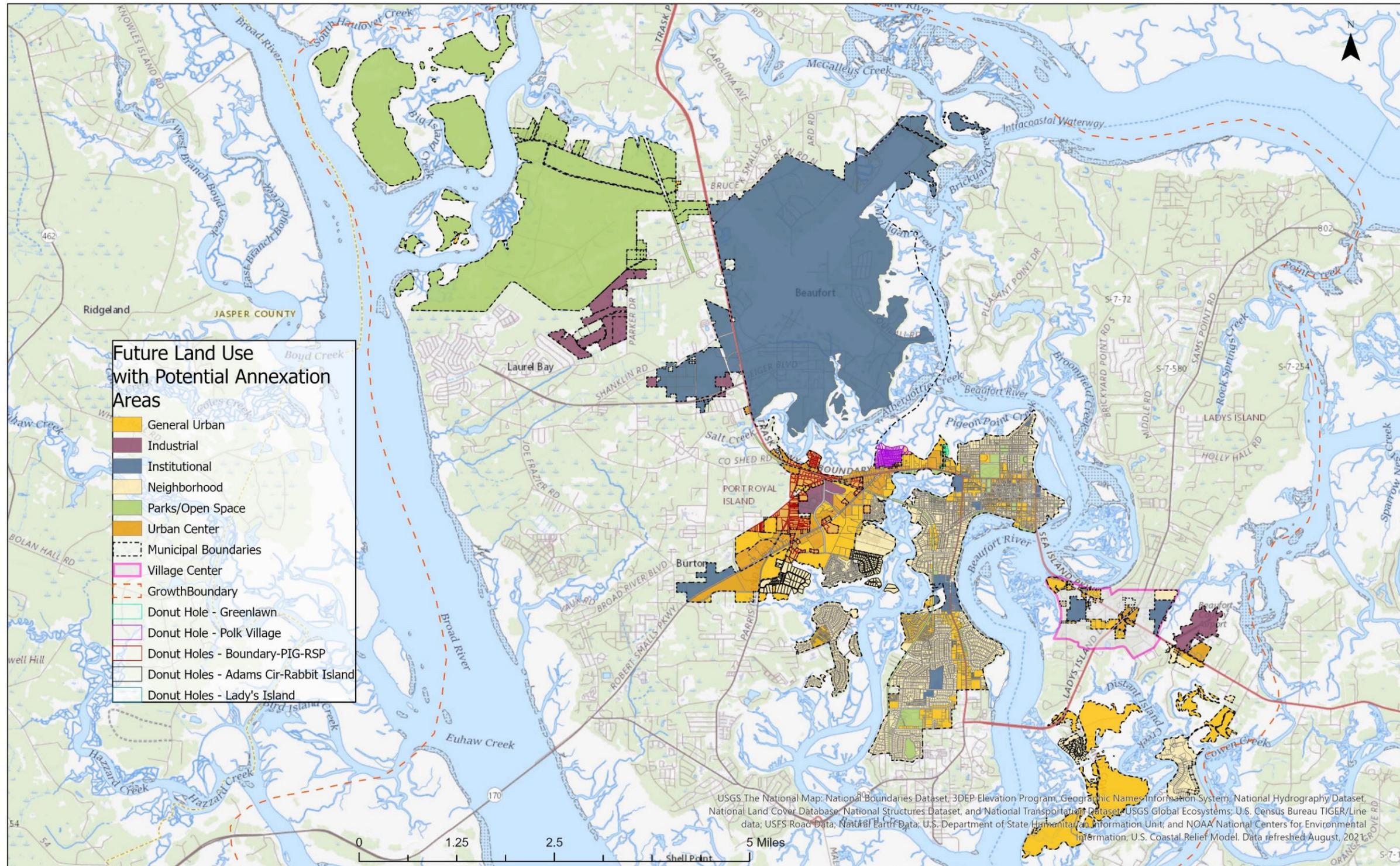


ArcGIS Web Map



ArcGIS Web Map





Map 6 Future Land Use and Potential Annexation Areas



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 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

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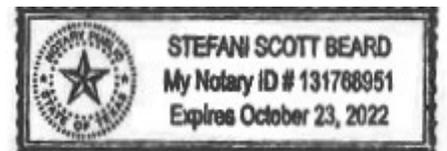
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Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



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139 Chowan Creek - Aerial



9/9/2022, 11:38:26 AM

Road Classifications

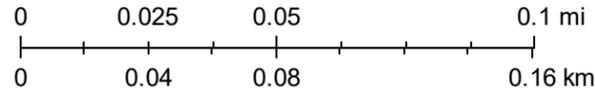
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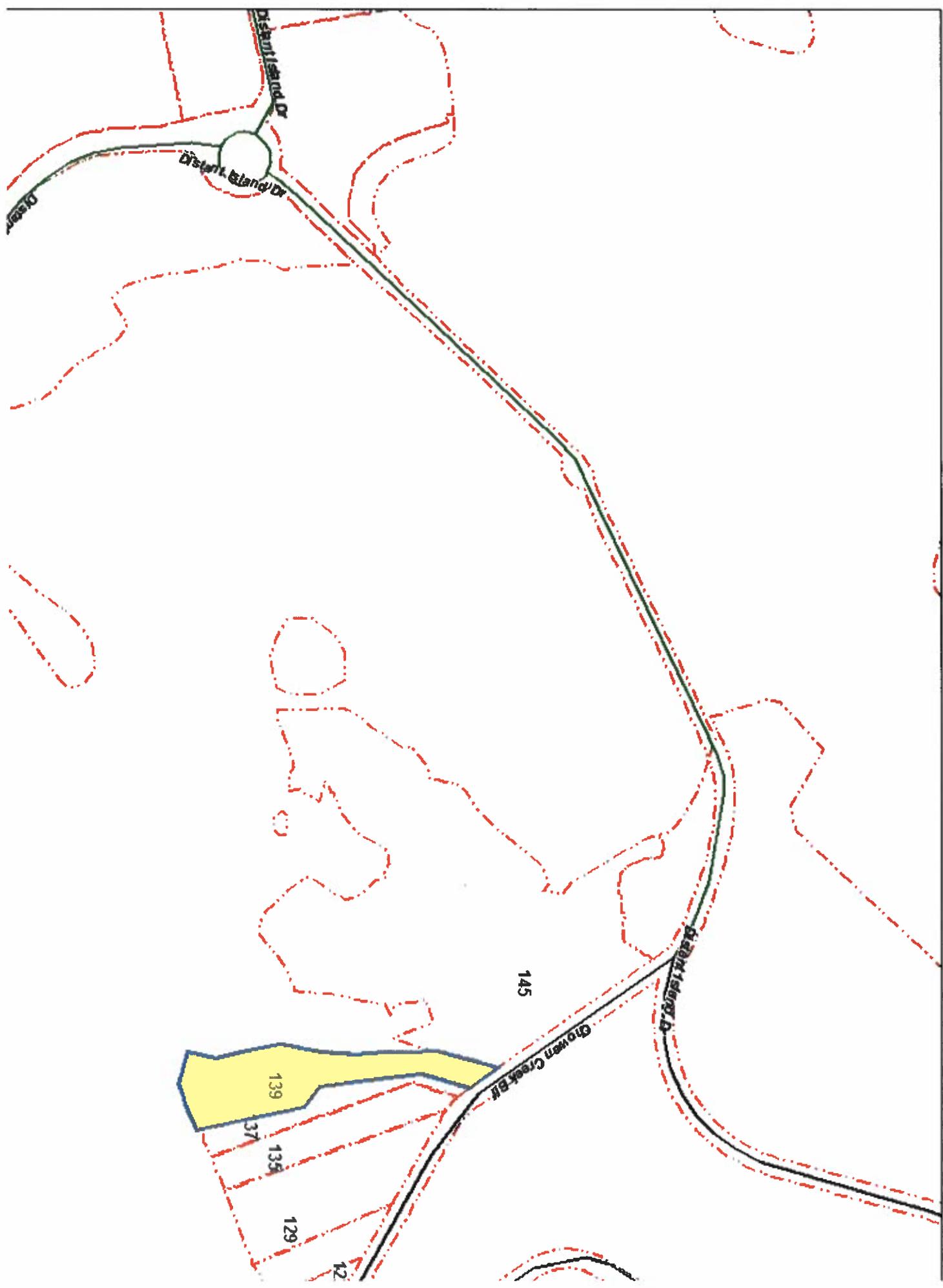
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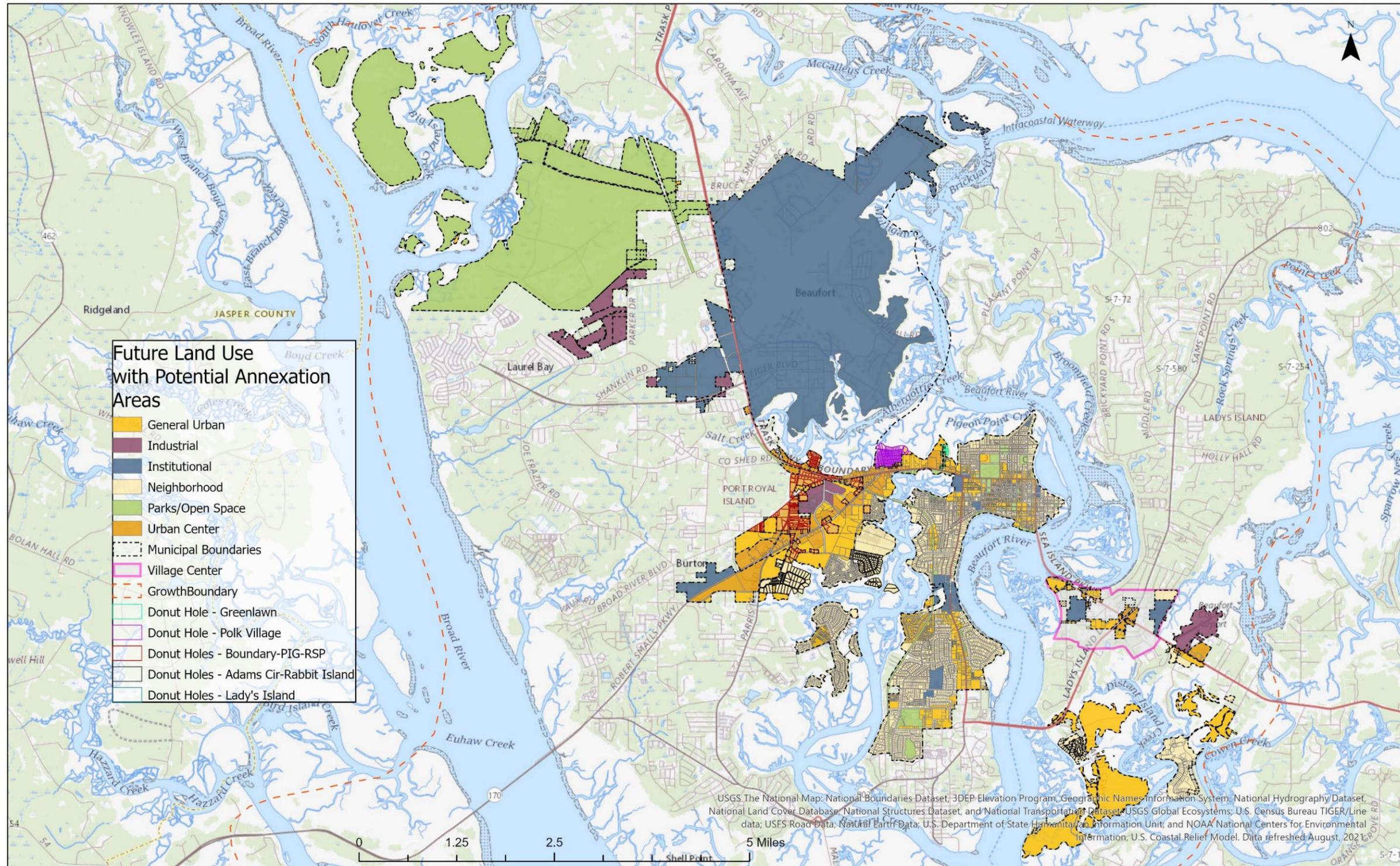
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- T4-N
- T4-NA
- T5-DC
- T5-UC
- T5-UC / RMX
- RMX
- IC
- MH
- LI
- MR
- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:2,257



Your Name Here





Map 6 Future Land Use and Potential Annexation Areas



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

October 11, 2022

I. CALL TO ORDER

5:00 PM

Mayor Stephen D. Murray III

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

II. DISCUSSION ITEMS

A. Candidate interviews for the Beaufort Housing Authority Board of Directors and the Regional Housing Trust Fund Board.

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

Heather Brennan-Fleury, Ethan James, Jeremiah Smith, Dick Stewart, John Warley, and Lolita Watson.

B. Public Safety update.

Dale McDorman, Police Chief and Tim Ogden, Fire Chief, gave an update on the ways in which their departments are trying to solve the issue of vacancies. Chief McDorman reported that retention is a problem nationally. MSgt Dobbins has been going to job fairs throughout the State. He has been recruiting through the colleges and other agencies. He stated they have contacted other Law Enforcement Agencies who are having success with retention to find out their processes. Chief Ogden stated they have been advertising lateral moves that target the certified firefighter with comparable pay and the 48 hours on, 96 hours off work schedule.

Councilman Cromer inquired if they are targeting other areas of the state to see if there are retiring police officers elsewhere that might want to relocate and continue to work. Chief McDorman stated that they have been mainly targeting the Northern part of the state, but they are looking to expand.

Councilman Mitchell questioned if any internal, anonymous surveys have ever been done to field some of the concerns that are within the police and fire departments. He feels these could be beneficial to hear their concerns without fear of reprisal.

Chief McDorman, reported that the Class 3 Security officers will now be working City events and will also patrol the Spanish Moss Trail and City parks.

Chief Ogden, spoke about the Paramedic program. He said that thanks to the relationship with Beaufort Memorial Hospital, the students can do their clinicals at the hospital instead of having to travel to other locations.

C. ARPA Funds Allocations update.

Alan Eisenman, Finance Director, reported that the City received the second tranche payment of 3.3 million dollars this week. He recapped that the funds have to be encumbered by December 31, 2024. They must be spent by December 31, 2026. He then went over some of the changes that have been made since the last update. They took some funds from the Security Camera Upgrades and moved them into the AC unit replacement at 500 Carteret Street. The Stormwater Infrastructure was \$4,000,000.00 and that has been reduced to \$3,875,000.00, so that a Storm Drain Trailer Mounted Pipe Jetter and Root Cutter for \$125,000.00 could be added.

Bill Prokop, City Manager, reported that we are still awaiting funds from Beaufort County.

Nate Farrow, Public Works Director, spoke about the Pipe Jetter and Root Cutter.

Mayor Pro Tem, McFee, inquired about past costs associated while having to subcontract storm drain clearing work out to other agencies. He stated this would be a cost savings to have the equipment on hand.

Mayor Murray mentioned that the vast majority of the stormwater drains are owned by the State. He has some reservations about spending money in this capacity, but that he is supportive of this request, as he knows they need the proper tools to do the job.

III. EXECUTIVE SESSION

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

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Receipt of legal advice regarding the discussion of negotiations incident to proposed contractual arrangements.
- B. Pursuant to Title 30, Chapter 4, Section (70) (a) (1) of the South Carolina Code of Law: Discussion regarding Personnel - Administration, Boards and Commissions.

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

No actions from Executive Session.

IV. ADJOURN

7:18 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

October 11, 2022

I. CALL TO ORDER

7:18 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. Resolution recognizing the Beaufort History Museum.

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

All were in favor, motion carried.

IV. PUBLIC COMMENT

Mr. Howell Beach, 310 Federal Street, proposed a project for the Mayor for his Riley Mayors' Fellowship project.

V. MINUTES

A. Worksession and Regular Meeting - September 27, 2022.

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

Minutes approved as presented.

VI. NEW BUSINESS

A. FY 2023 ATAX Grant Award recommendations.

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

Mayor Murray stated that there was a question about Accommodations Tax (ATAX) expenditures and funds that the City uses for tourism and product development that are taken out before the Tourism Development Advisory Committee (TDAC) gets the applications to make their recommendations.

Mr. Bill Harvey, City Attorney, reported that State Statue Section 6-4-25 dealing with the Advisory Committee does say that the Advisory Committee must look at all applications and make recommendations. He stated that State Statue Section 6-4-10 very clearly states that this section does not prohibit a municipality, or county, from using accommodations tax, or general fund revenues for tourism related expenditures. With that statement, he believes the City has the right to use funds for tourism related expenditures as it deems fit.

Motion to amend the recommendations from the Tourism Development Advisory Committee was made by Councilman Cromer as follows:

Reduce the Destination Marketing for Greater Beaufort-Port Royal Convention & Visitors Bureau from \$160,000.00 to \$156,000.00 and reduce their Sales Plan from \$35,000.00 to \$31,000.00.

Reduce the Friends of Hunting Island from \$40,000.00 to \$30,000.00.

Reduce SC Lowcountry & Resort Island Tourism Commission from \$35,775.00 to \$25,775.00.

Increasing the Mather School Promotion from \$4,000.00 to \$8,000.00.

Increasing The Gullah Festival from \$0.00 to \$10,000.00.

Increasing the Gullah Traveling Theatre from \$6,000.00 to \$15,000.00.

Increasing the Beaufort History Museum from \$0.00 to \$5,050.00.

Total: \$321,110.17.

As part of this amendment, all proposed recipients in order to be reimbursed, must be current with the State on their non-profit status.

The motion was seconded by Councilman Mitchell.

Mr. Holman addressed Council on this matter.

All were in favor on the amended motion.

Approval on the main motion was unanimous.

Note: The following amounts remained the same.

Beaufort Area Hospitality Association \$10,000.00.

Tabernacle Baptist Church \$10,000.00.

Port Royal Sound Foundation \$6,100.00.

Beaufort Area Sports Council \$12,000.00.

Friends of the Spanish Moss Trail \$2,185.17.

- B. Request from The Gullah Geechee Cultural Heritage Corridor to host a Street Fair Celebration on Saturday, October 29, 2022, 10:00 am to 2:00 pm with street closures.

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

All were in favor, motion carried.

- C. Ordinance authorizing the City Manager to execute a contract for Sale and Purchase, to consent to a Development Agreement, and to execute such other documents as may be necessary for the sale by the City to Magnus BCP2, LLC of Parcel K (8+/- acres) in the Commerce Park for the construction of a Speculative Industry Building - 1st reading.

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

John O' Toole, Executive Director, Beaufort County Economic Development Corporation, gave background information on the growth that has taken place at the Commerce Park over the years. He then stated that the second Speculative Building would be contracted with Magnus Corporation, and the building would be 72,000 square feet.

All were in favor, motion carried.

D. Appointment/Reappointments to Boards and Commissions.

Motion to appoint Ethan James, Dick Stewart and John Warley to the Beaufort Housing Authority Board of Directors was made by Mayor Murray and seconded by Councilman Lipsitz.

All were in favor, motion carried.

Motion to appoint Dick Stewart to the Regional Housing Trust Fund Board was made by Mayor Murray and seconded by Councilman Mitchell.

All were in favor, motion carried.

Motion to appoint Councilman Mitchell to the Defense Community Partnership Task force through the Military Enhancement Committee was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz.

All were in favor, motion carried.

VII. REPORTS

City Manager's Report

Thanked all law enforcement agencies, school district personnel, and the first responders, who responded to events that took place at a few of the local schools this past week. It shows that we have strong mutual aid support and well-trained personnel.

Was relieved to see that we did not receive any major damage from Hurricane Ian. He thanked the Beaufort City Team, especially Public Works for all their hard work. Thanked Beaufort County Public Works, and the State Department of Transportation for helping to ensure that stormwater drains were clear.

Thanked all that helped make the Beaufort Shrimp Festival a success, especially Downtown Operations.

Was nice to see those that attended the ribbon cutting of the Beaufort Low Country Landing Pad at 500 Carteret Street.

The Pigeon Point Boat Landing will remain closed until the pylons can be inspected. They were damaged when a vehicle ran into them.

He reported that the Stormwater work in the marsh on Battery Creek Road near Southside Park has been permitted. Work will begin soon.

Announced that Thursday, October 13, 2022, from 5:00 pm to 6:30 pm at the USCB Arts Center, the Cultural Commission will be displaying the next set of hand painted benches that will be placed throughout the City.

Thanked John O'Toole and Charlie Stone with the Beaufort County Economic Development Corporation, along with Magnus Corporation for bringing another Speculative Building to the Commerce Park.

Wanted to mention again that the City of Beaufort has agreed to work with Beaufort County jointly on expanding and improving the plans to develop the Southside Park, that will include County owned

property. The scope of work has been expanded for the engineers and designers to plan for additional Pickleball Courts. No set number has been determined at this time. There will also be a full basketball court and improved restroom facilities. He stated that the County is also going to make improvements to the Charles Lind Brown Center (Green Street Gym) with a special area for the community to have continued around the clock access. Thanked Eric Greenway, Beaufort County Administrator, the administrative staff, and Beaufort County Council for their cooperation. Most of the cost for these improvements will be paid for by the sale of property owned by the City and the County.

There will be a Halloween event on Saturday, October 22, 2022, from 10:00 am to 2:00 pm. This will take place at the Henry C. Chambers Waterfront Park.

He stated that Halloween in the City will be celebrated on Halloween Day. October 31, 2022.

Mayor's Report

Thanked Beaufort County for their part in the upcoming improvements to the Charles Lind Brown Center (Green Street Gym) and Southside Park. He also thanked them for taking over the responsibility of the Election Commission.

Thanked the City of Beaufort Team, and Beaufort County Emergency Management for all the preparations that were made ahead of the impending storm.

Commended all agencies on their aggressive and rapid response to the events that happened last Wednesday at some of the local schools.

Reported that there are 27 days left until Election Day. Thanked all the candidates for their willingness to serve.

Councilman Lipsitz

Congratulated Bill Prokop, City Manager, who will be the recipient of the Life Time Achievement Award through the Beaufort Regional Chamber of Commerce Civitas Awards.

Mayor Pro Tem, McFee

Stated that he has an upcoming meeting with the Residential Empowerment Coalition for Beaufort County. They meet to discuss homeless and insecure housing issues.

Reminded all about the "History of Hymnology" musical that will take place on October 23, 2022. The event is being held at the Carteret United Methodist Church. Tickets are available through USCB.

Councilman Mitchell

Reported that he is working with Sarah Brock, Clerk to County Council, to honor the late Mr. Alvin Settles for all he did for teaching water safety in Beaufort.

Councilman Cromer

The Beaufort County Chamber of Commerce is going to be having a Candidates Forum on Wednesday, October 19, 2022. The event will start at 6:00 pm at USCB.

All members of Council thanked everyone who helped to make the Beaufort Shrimp Festival successful.

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

All were in favor, motion carried.

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DRAFT



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/11/2022
FROM: Bill Prokop, City Manager
AGENDA ITEM TITLE: Ordinance authorizing the City Manager to Execute a Contract for Sale and Purchase, to Consent to a Development Agreement, and to Execute such other documents as may be necessary for the sale by the City to Magnus BCP2, LLC of Parcel K (8 +/- acres) in the Commerce Park for the construction of a Speculative Industry Building - 2nd reading
MEETING DATE: 10/25/2022
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

First reading was held on October 11, 2022.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	10/11/2022
Purchase Contract	Backup Material	10/11/2022
Development Agreement	Backup Material	10/11/2022

ORDINANCE

An Ordinance Authorizing the City Manager to Execute a Contract for Sale and Purchase, to Consent to a Development Agreement, and to Execute Such Other Documents as May Be Necessary for the Sale by the City To Magnus BCP2, LLC of Parcel K (8 +/- acres) in the Commerce Park for the Construction of a Speculative Industry Building

WHEREAS, the City of Beaufort is the owner of 196 acres +/- of property known as the Commerce Park, which was purchased for the specific purpose of providing property for the development of clean industry and businesses in the City, and to provide jobs and other economic benefits for Beaufort citizens; and,

WHEREAS, in conjunction with the Beaufort County Economic Development Corporation (BCEDC), Magnus Development (Magnus BCP1) has previously purchased from the City 5.92 acres in the Commerce Park, and has successfully developed and constructed a speculative industrial building, which is now being leased and occupied by a business, providing jobs and economic benefit to Beaufort and its citizens; and,

WHEREAS, Magnus BCP2 now wishes to purchase Parcel K within the Commerce Park, being 8 +/- acres, for the sum of \$25,000 per acre, upon which, in conjunction with the BCEDC, it intends to develop and construct another speculative industrial building; and,

WHEREAS, with the guidance and assistance of the BCEDC, the parties have developed and agreed to, subject to adoption of this Ordinance, a Contract for Sale and Purchase of Parcel K between the City and Magnus, and the Development Agreement between BCEDC and Magnus, attached hereto as Exhibits 1 and 2; and,

WHEREAS, City Council finds that this sale and development agreement fulfills the purposes for which the City purchased the Commerce Park, and advances Council's desire to provide clean industry, employment opportunities, and economic benefits to the City and its Citizens; and,

WHEREAS, City Council finds that it is in the best interest of the City to approve the sale this parcel, and to consent to the Development Agreement attached hereto;

NOW THEREFORE, be it ordained by the City Council of Beaufort, SC, in council duly assembled and by the authority of the same, that the City Manager shall be authorized and empowered to execute, on behalf of the City, the Contract for Sale and Purchase of Parcel K in the Commerce Park attached as Exhibit 1 hereto, under the terms and conditions contained therein, to consent to the Development Agreement between Magnus BCP2 and BCEDC attached as Exhibit 2 hereto, and to execute such other and further

documents as may be necessary and appropriate to consummate this transaction under the terms stated therein.

This Ordinance shall become effective immediately upon adoption.

STEPHEN D. MURRAY III, MAYOR

Attest:

TRACI GULDNER, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed by: _____
WILLIAM B. HARVEY, III, CITY ATTORNEY

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the ____ day of _____, 2022 by and between **CITY OF BEAUFORT, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereinafter referred to as "City") and **MAGNUS BCP2, LLC**, a South Carolina limited liability company (hereinafter referred to as "Magnus"). The "Effective Date" of this Contract shall be the date on which the last party executes this Contract.

STATEMENT OF BACKGROUND INFORMATION

A. City desires to have a speculative industrial building as more particularly described herein (the "Building") constructed in the 196 acre Beaufort Commerce Park located at the intersection of US Highway 21 and SC Highway 116 (the "Park") in order to induce industry to locate within the Park.

B. The Building will be constructed on Parcel K, or a portion thereof (defined below as the "Property") which are owned by City.

C. Magnus has agreed to acquire the Property and to design, construct, finance and market the Building thereon.

D. As an incentive to Magnus to develop the Building, City has agreed to accept payment for the Property in installments, as stated herein.

AGREEMENT

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City agrees to sell and convey to Magnus and Magnus agrees to purchase from City the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. Description of Property. The real property that is subject to this Contract consists of a portion of that tract or parcel of land designated as Parcel K in the 196 acre Beaufort Commerce Park located at the intersection of US Highway 21 and SC Highway 116, identified as a portion of Beaufort County Tax Map Number 120-024-000-0449-0000 (the "Property"). The Property is described in more detail on Exhibit "A" that is attached hereto and incorporated herein by reference.

2. Purchase Price. The Purchase Price for the Property shall be \$25,000.00 per acre, anticipated to be 8 +/- acres, as determined by the plat that purchaser will develop through GEL Engineering, to include wetlands, buffers, right of ways, etc. and shall be paid by Magnus as follows:

(a) The sum of \$1.00 (the "Earnest Money") shall be deposited with City upon the Effective Date.

(b) The sum of \$5,000.00 shall be paid to City upon the issuance of a certificate of occupancy for the Building.

(c) The sum of \$5,000.00 shall be paid to City upon each one year anniversary of the issuance of a certificate of occupancy until the Purchase Price is paid in full. Provided however, in the event Magnus sells the Property, the balance of the Purchase Price shall be paid in full upon such sale. Magnus

Holdings, LLC, an affiliate of Magnus, shall execute a guaranty agreement in favor of City supporting the obligation of Magnus to pay the balance of the Purchase Price.

3. Magnus's Rights Prior to Closing - Inspection Period.

(a) For a period not to exceed 60 days from the Effective Date (such period being herein referred to as the "Inspection Period"), Magnus, its authorized agents and employees, as well as others authorized by Magnus, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying (including a master geotechnical survey), architectural, engineering, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements including verification of information provided by City regarding ad valorem taxes and building restrictions as well as verification that zoning, deed and architectural control restrictions, and building permit regulations permit Magnus's intended uses of the Property (collectively, the "Investigations") as Magnus deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property. During the Inspection Period, Magnus and City shall agree on any changes to the boundaries of the Property and agree on the usable acreage to determine the Purchase Price. Magnus agrees to indemnify and hold City harmless from and against any and all claims, costs, expenses and liabilities including reasonable attorneys' fees arising out of or by reason of the Investigations. Magnus shall restore any disturbance of the Property caused by the Investigations into the same condition that existed prior to the Effective Date in the event Magnus fails to close, or terminates this Contract. During the Inspection Period City shall use its best efforts to cooperate fully with Magnus to facilitate inspection of the Property, but City shall not be obligated to incur any costs or expenses in doing so.

(b) At any time prior to the expiration of the Inspection Period Magnus shall have the right, in its sole and absolute discretion, to terminate this Contract if Magnus determines that the Property is not suitable for Magnus's intended purposes. If Magnus elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the City prior to the expiration of the Inspection Period. Upon such termination, Magnus shall deliver copies of all due diligence materials to City, and neither party shall have any further rights or obligations hereunder except for any obligations of Magnus under paragraph (a) above.

4. City's Information. Within 5 days of the Effective Date City shall provide Magnus with copies of all non-proprietary reports pertaining to the Property in City's possession such as title policies, land surveys, geotechnical reports, zoning information, and environmental studies.

5. Title. Magnus's obligations hereunder shall be conditioned upon the City's delivery of a good and insurable title to the Property (at standard rates), by limited warranty deed, free and clear of all liens, encumbrances and conditions which in the opinion of Magnus would adversely affect the use and marketability of the Property.

6. Title Examination. Prior to the expiration of the Inspection Period, Magnus shall deliver to City a written statement of objections, if any, to City's title to the Property and City shall have (10) days after receipt of Magnus's written objections to City's title in which to cure or remove the same, time being of the essence. City hereby covenants and agrees to use City's best efforts to cure or remove said objections within said period. In the event City fails or refuses to cure or remove said objections at least five (5) days prior to the closing, then, Magnus, as Magnus's sole remedy, shall have the right to cancel this Contract. In such event, all Earnest Money shall immediately then be returned to Magnus and no party hereto shall have any further rights, liabilities or obligations hereunder.

7. City's Representations and Warranties. City makes the following representations and warranties to Magnus:

(a) City is a body politic and political subdivision of the State of South Carolina and has the full right and authority to enter into this Contract and consummate the transaction contemplated herein. The persons signing this Contract and any document executed pursuant hereto on behalf of City have full power and authority to bind City in the manner purported in said documents.

(b) Except for offering the Property or contracting to sell the Property for sale subject to the rights of Magnus hereunder or contingent upon Magnus not purchasing the Property pursuant to the terms hereof, City shall refrain from offering the Property for sale or otherwise soliciting or negotiating an offer to sell the Property to third parties during the Inspection Period.

(c) To the best of City's knowledge, there is no condition existing with respect to the Property or the operation of any part of the Property that violates any governmental requirements. City has not received notice, written or otherwise, from any governmental or quasi-governmental agency requiring it to correct any condition with respect to the Property, or any part thereof, by reason of a violation of any governmental requirement or otherwise that has not been corrected, City has not received notice of, and has no other knowledge or information of, any pending or contemplated condemnation action with respect to the Property, or any part thereof.

(d) To the best knowledge of City, there are no special or other assessments for public improvements or otherwise currently affecting the Property nor does City know of (i) any pending or threatened special assessments affecting the Property or (ii) any contemplated improvements affecting the Property which may result in special assessments affecting the Property.

(e) To City's actual knowledge without independent inquiry, no portion of the Property has ever been used by City as a landfill or as a dump to receive garbage, refuse, waste or fill material, whether or not hazardous. City has not stored, handled, installed or disposed of any Hazardous Substances (as hereinafter defined) in, on or about the Property or any other location within the vicinity of the Property; and, to the best of City's knowledge, there are no Hazardous Substances on the Property. As used in this Contract, the terms "Hazardous Substances" means asbestos, polychlorinated biphenyl and such materials, waste, contaminants or other substances determined as toxic, dangerous to health or otherwise hazardous by cumulative reference to the following sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 1601, et seq. ("RCRA"); (ii) the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (iii) Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. ("CERCLA"); (iv) applicable laws of the jurisdiction where the Property is located; and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency, or other administrative, regulatory or judicial body. The term "Hazardous Substances" does not include usual and customary cleaning and other supplies necessary for the normal operation, maintenance and/or occupancy of the Property.

Magnus acknowledges and agrees that the Property shall be sold, and Magnus shall accept possession of the Property on the Closing Date, except as provided herein, AS IS, WHERE IS, WITH ALL FAULTS, with no right of set-off or reduction in the Purchase Price, except as expressly set forth herein to the contrary, and except as expressly provided in this Contract, such sale shall be without representation or warranty of any kind, whether express, implied, statutory or otherwise, including, without representation, warranties of use, merchantability or fitness for a particular purpose, and City does hereby disclaim and renounce any such representation or warranty.

The above representations, warranties, and covenants shall survive the closing date for a period of six (6) months.

8. Survey. Magnus shall cause a new subdivision survey to be prepared at its expense. The survey shall indicate the amount of acreage contained in the Property.

9. Closing. The Closing of the transaction herein provided shall be held on the later of (i) the date that is thirty (30) days after the expiration of the Inspection Period, (ii) the date Beaufort County Economic Development Corporation has mitigated all of the wetlands on the Property, or (iii) the date on which Magnus has secured all necessary permits and approvals to begin construction of the Building. Magnus and City agree to deposit in trust with Magnus's attorney (the "Closing Attorney") not later than the date of the Closing, all executed documents required in connection with this transaction including such documents as requested by Magnus's title insurance company (the "Title Company") which are necessary to enable this transaction to be consummated. Upon receipt of all necessary documents, and when the Title Company is in a position to issue to Magnus a policy of title insurance, the Closing Attorney shall on the date of Closing, upon instructions from Magnus and City, cause the deed to the Property and any other necessary or appropriate instruments to be filed for record. At Closing, City shall deliver to Magnus the following:

(a) Satisfactory evidence of the authority of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of City.

(b) A duly authorized and executed limited warranty deed in recordable form conveying good and insurable title to the Property.

(c) All other documents which may be reasonably required by the Title Company to insure Magnus of good and insurable title to the Property.

10. Default and Remedies. In the event that the terms and conditions of this Contract have been satisfied and Magnus does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, City, as City's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the City as full liquidated damages and not as a penalty, it being agreed that the City's damages would be difficult or impossible to ascertain. In the event of City's breach of any of its obligations hereunder, Magnus shall have the rights and options as Magnus's sole and exclusive remedies to either (a) immediately terminate this Contract upon written notice to the City and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder or (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by City in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys fees incurred by Magnus in such action.

11. Development of Building. Pursuant to a Development Agreement executed on or about the date hereof (the "Development Agreement") between Magnus and Beaufort County Economic Development Corporation ("BCEDC") Magnus agrees to design, construct, finance and market an approximately 72,000 square foot industrial building (the "Building") for manufacturing and warehouse uses on the Property. Addressed in the Development Agreement

12. Sale or Lease of the Building. Magnus shall diligently market the Building for sale or lease utilizing Magnus's professionals employed by it (on a non-exclusive basis) and any other qualified real estate professionals selected by Magnus to secure industrial users. In the event BCEDC locates a purchaser for the Building, Magnus agrees to sell the Building for an amount equal to the greater of then current appraised value of the Building, or a sum equal to the total development costs for the Building, plus 10%. In the event BCEDC locates a tenant for the Building, Magnus agrees to lease the Building on a triple net basis at reasonable market rates, subject to adjustment for any required buildout of interior improvements.

13. Right of First Refusal to Purchase Parcel M. Magnus shall have the right of first refusal to purchase Parcel M as shown on the attached Exhibit B. City shall provide Magnus with any bona fide written offer to purchase Lot M, and Magnus shall have thirty (30) days from receipt of such offer to agree to purchase Lot M on the same terms. This Right of First Refusal shall expire 2 years from the purchase of the Property by Magnus.

14. Closing Costs. City shall pay the deed recording fee (formerly deed stamps), the expense of preparation of the deed and the fees of City's attorney. Magnus shall pay the premium for the owner's title insurance policy to be issued to Magnus, the grantee's cost of recordation of the deed, the costs incurred by Magnus in connection with its Investigations of the Property and the fees of Magnus's attorneys.

15. Prorations and Adjustments. The following prorations and adjustments shall be made at Closing:

(a) The Property is currently exempted from ad valorem real property taxes and no proration of taxes shall be required. City agrees the Property shall not be assessed for ad valorem taxes prior to the issuance of a certificate of occupancy for the Building.

(b) Any other item of income or expense affecting the Property that is subject to proration.

16. Brokerage. City and Magnus represent and warrant each to the other that they have not dealt with any other brokers in connection with this transaction. These warranties shall survive the Closing.

17. Notices. Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered to the following addresses, or (ii) if by email to the following email addresses, when the message is received in the office of the addressee, provided that a hard copy is sent the same day by Federal Express or other overnight courier to the following addresses for next business day delivery:

To City:

City of Beaufort
1911 Boundary Street
Beaufort, South Carolina 29902
Email: _____

To Magnus:

Magnus BCP1, LLC
719 Holly Street
Columbia, South Carolina 29205
Attention: William G. Owen

18. Governing Law. This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

19. Parties. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of Magnus and City and their respective legal representatives, successors and assigns. City may

assign this Contract, in whole or in part, to any partnership or any other entity controlled by or under common control with City, without the prior written approval of Magnus. Magnus may assign this Contract in whole or in part to any subsidiary, affiliated corporation, individuals or business organization qualified to do business in South Carolina, without the prior written approval of City; provided, however, that any assignee shall assume all of the duties, obligations and liabilities of assignor under this Contract. In the event of any such assignment, assignor shall not be relieved of its duties and obligations hereunder. The assignor and the assignee shall be jointly and severally liable. Except as hereinabove provided, neither party shall assign this Contract to any other party without the written consent of the other party, which consent will not be unreasonably withheld.

20. Time of the Essence. Time is of the essence in the performance of the terms and conditions of this Contract.

21. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Magnus shall have the right at Magnus's option, to terminate this Contract by giving written notice thereof to City prior to Closing, in which event the Earnest Money shall be refunded to Magnus promptly upon request, all rights and obligations of the parties under this Contract shall expire, and this Contract shall become null and void. If Magnus does not so terminate this Contract, City shall assign to Magnus at Closing all rights of City in and to any awards or other proceeds paid or payable thereafter by reason of any taking. City shall notify Magnus of eminent domain proceedings within five (5) days after City learns thereof.

22. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both Magnus and the City. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

23. Attorneys Fees. If any legal action or other proceeding is commenced to enforce or interpret any term or provision of this Contract or any documents incidental thereto, including, but not limited to, any escrow agreement or any closing documents, the prevailing party shall be entitled to an award of its attorneys' fees and expenses. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. The provisions of this Section shall survive the Closing and/or the termination of this Contract.

24. Tax Deferred Exchange. Upon request, the parties agree to execute and deliver all documents and perform such acts as are reasonably necessary to enable the transactions contemplated by this Contract to qualify as a like kind exchange of real property under §1031 of the Internal Revenue Code of 1986. The requesting party shall bear all additional expenses incurred by the responding party arising out of the exchange process which would not otherwise have been attendant to this transaction.

25. Dates for Performance. If the Closing Date or any other date described in this Contract by which one party hereto must give notice to the other party hereto or must fulfill an obligation is a Saturday, Sunday or a day observed by the Federal government or by the State of South Carolina government as a legal holiday, then such Closing Date or such other date shall be automatically extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

26. Option to Purchase. Subject to and upon the terms and conditions hereinafter set forth, City hereby irrevocably grants to Magnus, its successors, and assigns, the exclusive and continuing right to purchase parcel Z as shown on Exhibit B (the “Purchase Option”).

(a) Term of Option. The term of this Purchase Option commences on the date of this Agreement and terminates one (1) year from the date of the issuance of a permanent certificate of occupancy by the applicable government authorities for the Building.

(b) Exercise of Option. In the event Magnus desires to exercise the Purchase Option, Magnus shall exercise the Purchase Option by delivering written notice of such exercise (the “Exercise Notice”) to City in the manner provided in **Section 17** hereof. The date on which Magnus issues the Exercise Notice shall be the “Exercise Date”. Within ten (10) business days following the Exercise Date, Magnus and City shall enter into a separate written agreement for the purchase of Parcel Z on all the same terms and conditions of this Agreement (including, without limitation, price per acre, timeframes for due diligence and closing). This **Section 26** omitted from such new agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates set forth below.

CITY OF BEAUFORT, SOUTH CAROLINA

By: _____

Name: _____

Title: _____

Dated: _____, 2022

MAGNUS BCP1, LLC

By: _____

Name: G. William Owen

Title: President

Dated: _____, 2022

EXHIBIT "A"

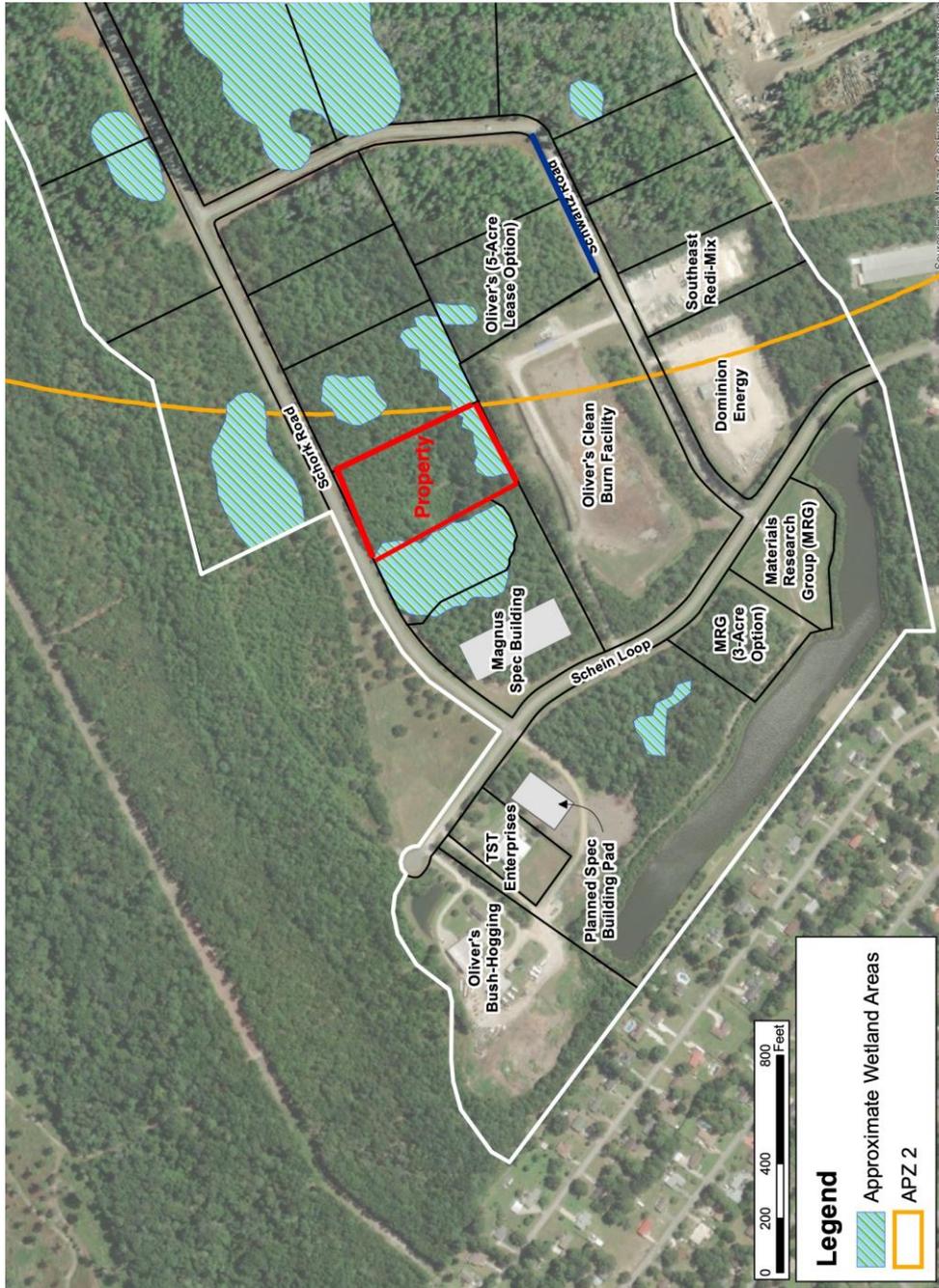


EXHIBIT "B"



DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into this ____ day of ____, 2022, by and between **BEAUFORT COUNTY ECONOMIC DEVELOPMENT CORPORATION**, a South Carolina non-profit corporation (“BCEDC”) and **MAGNUS BCP2, LLC**, a South Carolina limited liability company (“Magnus”). The “Effective Date” shall be the date this Agreement has been executed by both parties.

STATEMENT OF BACKGROUND INFORMATION

A. BCEDC is a non-profit corporation charged with organizing, structuring and leading economic development efforts on behalf of Beaufort County, South Carolina.

B. BCEDC desires to have a speculative industrial building as more particularly described herein (the “Building”) constructed in the 196 acre Beaufort Commerce Park located at the intersection of US Highway 21 and SC Highway 116 (the “Park”) in order to induce industry to locate within the Park.

C. The Building will be constructed on Parcel K, or a portion thereof (defined below as the “Property”) which are owned by City of Beaufort, South Carolina (“City”).

D. Magnus has agreed to acquire the Property and to design, construct, finance and market the Building thereon.

E. As an incentive to Magnus to develop the Building, BCEDC has agreed to pay certain expenses and provide other inducements as more particularly stated herein.

AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I

Acquisition and Development of the Property

1.1. The Property. The land on which the Building is to be developed (the “Property”) is currently identified as Parcel K of the Park, or a portion thereof. Pursuant to an agreement executed on or about the date hereof between Magnus and City (the “Purchase Agreement”) Magnus shall secure the right to purchase the Property, which shall include the right to conduct investigations of the Property to assess its ability to design, construct, finance and market the Building, which is anticipated to be an approximately 72,000 square foot industrial building intended for manufacturing and warehouse uses. During its investigations, Magnus and City shall agree on any changes to the boundaries of the Property.

1.2. Design and Layout of the Building. BCEDC has approved the Site Plan, Floor Plan and Elevation and Abbreviated Outline Specifications attached as **Exhibit A** and **Exhibit B**, respectively (collectively the “Plans”). Any material changes to the size or height of the Building shown on the Plans shall be subject to the prior written approval of BCEDC which shall not be unreasonably withheld or delayed. All plan or drawing approvals required from BCEDC shall be deemed given if not objected to by BCEDC within ten (10) business days following receipt thereof by BCEDC. Detailed construction plans and drawings shall not be subject to approval by BCEDC, provided such construction plans are consistent with the improvements as depicted on the Plans.

1.3. Park Infrastructure. Magnus shall determine what infrastructure will be required to develop the Property during its due diligence investigations pursuant to its contract with the City. Magnus acknowledges that BCEDC shall have no responsibility for the installation of infrastructure and utilities to support the development of the Property, such as sanitary sewer, domestic and fire protection water lines, and any required offsite storm water drainage and detention facilities.

1.4. Construction of Building. Magnus shall commence construction of the Building as soon as practicable, but in any event not later than thirty (30) days after the issuance of all required permits for the construction of the Building; provided, however, this commencement obligation may be delayed based upon circumstances outside the reasonable control of Magnus or the determination by Magnus within that thirty (30) day period after the issuance of all requested permits that the increased construction cost shall require rent above market rents in the submarket. In such event, Magnus shall notify BCEDC in writing of its determination within the 30-day period. Upon the issuance of such notification, unless Magnus and BCEDC agree otherwise, Magnus will assign and/or provide to BCEDC any and all plans, drawings, surveys, permits, non proprietary documents and other items pertaining to the construction of the Property and Building. Otherwise, Magnus shall use its best efforts to achieve substantial completion of the Building not later than twenty-eight (28) weeks following commencement of construction.

1.5. Pre-development and Site Preparation Contribution. BCEDC shall reimburse Magnus for the first \$215,000.00 of pre-development and site preparation expenses incurred for the development of the Property (the “Pre Development Contribution”). These expenses shall include civil and architectural design, surveying, city/county/impact/tap fees above \$75,000, infrastructure to serve the Building, and all associated site work but shall be restricted to reimbursement of hard (out of pocket) costs only. BCEDC shall reimburse Magnus for such expenses not later than sixty (60) days after Magnus has delivered to BCEDC invoices and other supporting documentation reasonably required to evidence such expenses. In the event Magnus does not achieve substantial completion of the Building within one (1) year of the date it acquires title to the Property (the “Completion Date”), subject to events of force majeure or other events beyond the control of Magnus, Magnus shall promptly deliver and assign all work completed including design, permits, surveys, mitigation work (whether paid for by BCEDC or Magnus) to BCEDC. Provided however, if the Building is at least 75% completed by the Completion Date, the Completion Date shall be extended six (6) months.

1.6. BCEDC, at its own expense, shall be responsible for delineating and mitigating so much of the wetlands as may be required to allow Magnus to develop the Property as shown on Exhibit A. All mitigation shall be complete prior to Magnus purchase of the Property.

ARTICLE II

Operating Expenses and Carrying Costs

2.1. Notice of Completion. Within (30) days after substantial completion of the Building, Magnus shall notify BCEDC and City in writing of the date of substantial completion of the Building (the "Completion Date").

2.2 Operating Expenses and Carrying Costs. For and during the five (5) year period commencing with the Completion Date, BCEDC agrees to reimburse the "Operating Expenses" and "Carrying Costs" associated with the portions of the Building that have not been leased (with a tenant occupying the building or a portion of the building even if rent has not commenced) by Magnus. As used herein, (a) "Operating Expenses" shall mean and refer to those costs reasonably incurred by Magnus as the owner and operator of the Building, including, but not limited to, ad valorem property taxes, hazard and liability insurance premiums, utility expenses, maintenance and repair expenses, janitorial expenses, security expenses and a management fee that is consistent with buildings of a similar status and quality in South Carolina, and (b) "Carrying Costs" shall mean a sum equal to the total documented costs incurred by Developer for the acquisition of the Property and the planning, design, permitting, development and construction of the Building, including associated site costs (collectively, the "Project Costs"), multiplied by The Wall Street Journal Prime Rate in effect five (5) business days before the Carrying Costs are payable. By way of illustration, but not limitation, **Exhibit C** includes an estimate of Operating Expenses and Carrying Costs assuming no portion of the Building has been leased and occupied (the "Estimated Costs"). Exhibit C also sets forth a cap amount of Operating Expenses and Carrying Costs for years 1-5 adjacent to the category entitled Capped Annual Carry Cost (including taxes) ("Capped Costs"). Notwithstanding any provisions herein to the contrary, BCEDC shall not be responsible for that portion of the Estimated Costs which exceed the Capped Costs in the year designated. BCEDC has escrowed the sum of \$900,000.00 pursuant to that certain Development Agreement between BCEDC and Magnus dated as of September 24, 2020 as amended May 25, 2022 (BCPI Agreement). BCEDC shall reimburse Operating Expenses and Carrying Costs from currently budgeted funds or other sources, and shall use these escrowed funds first for the obligations under the BCPI Agreement and any remaining funds may be used for application against the final amounts due pursuant to this Agreement. The parties acknowledge the only obligation remaining under the BCPI Agreement is contingent upon the tenant Norman ("Norman") moving into a larger facility in Beaufort County during the final 5 years of the Norman Lease (the "Norman Lease"). In such event, BCEDC would continue to make lease payments due under the Norman Lease until the earlier of the date the space is relet or 5 years from the date of the Norman Lease. Notwithstanding the above, in the event the Building is partially leased, the Operating Expenses and Carrying Costs shall be prorated and to the extent the projected Operating Expenses and Carrying Costs for the balance of the five years are less than the amount of funds remaining in escrow, such additional amount shall be returned to BCEDC. Unless otherwise agreed by BCEDC and Magnus, once a space within the Building is leased, that space is deemed leased and in use for purposes of prorating the Operating Expenses and Company Costs, even if such space is

subsequently abandoned or the lease covering such space is terminated. By way of example, and example only, if 75% of the Building was leased, BCEDC would be responsible for 25% of the Operating Expenses and Carrying Costs. If a lease covering all or a portion of the leased space in the Building is subsequently terminated or such space is abandoned, BCEDC would still only be responsible for 25% of the Operating Expenses and Carrying Costs unless BCEDC and Magnus agree to extend the reimbursement of operating expenses and carrying cost for less than “investment grade” tenants (i.e., tenants with a rating of BBB- or greater from S&P or Moodys). In the event Magnus, at the request of BCEDC, leases any portion of the Building to a tenant that is not considered “investment grade”, or to a tenant for a term less than five years, then notwithstanding the above provisions, Magnus and BCEDC may agree in writing that the reimbursement obligations for Project Costs associated with such space shall be reinstated if such space is subsequently abandoned or the lease covering such space is terminated. Upon the sale or 100% lease of the Building and satisfaction of all obligations under the BCP1 Agreement or at the end of the five-year period noted above, any remaining funds held in escrow shall be returned to BCEDC and BCEDC’s obligations under this provision shall be deemed terminated. Notwithstanding anything herein to the contrary, BCEDC’s payment obligations hereunder shall be capped at \$1,600,000 (the "Cap") and BCEDC shall not be obligated to pay any amounts which exceed the Cap (excluding the obligations for the Norman Lease).

2.4 Reporting of Leasing Activity, Operating Expenses and Carrying Costs. Commencing with the Completion Date, and continuing on every third month thereafter, Magnus shall provide BCEDC with a certified rent roll showing all parties who have leased space within the Building, the occupancy terms, rental rates, security deposits, renewal rights and other terms reasonably required to fully inform BCEDC as to the leasing status of the Building. Commencing three (3) months after the Completion Date, and continuing every third month thereafter, Magnus shall provide BCEDC with a statement of the Operating Expenses and Carrying Costs applicable to the vacant portions of the Building, together with copies of supporting invoices and other detail that may be reasonably requested by BCEDC. The Operating Expenses and Carrying Costs shall be payable by BCEDC on a quarterly basis not later than thirty (30) days after receipt of the quarterly statements referenced above.

ARTICLE III **Covenants and Agreements**

3.1 Notice of Subsequent Events. BCEDC agrees to notify Magnus promptly of the occurrence of any event or the existence of circumstances, which with the passage of time could cause an event that would cause any warranties or representations set forth in this Agreement to be untrue or misleading in any respect.

3.2 Marketing. Magnus shall diligently market the Building for sale or lease utilizing Magnus’s professionals employed by it (on a non-exclusive basis) and any other qualified real estate professionals selected by Magnus to secure industrial users. BCEDC shall likewise diligently market the Building using BCEDC’s economic development personnel at its sole cost and expense. This does not prohibit BCEDC and Magnus from reaching supplemental agreements that share the costs of specific marketing media. BCEDC shall identify to a potential industrial user available tax incentives and applicable credits to create a comprehensive relocation package

to attract potential industrial users to the Building. In the event BCEDC locates a purchaser for the Building, Magnus agrees to sell the Building for an amount equal to the greater of then current appraised value of the Building, or a sum equal to the total development costs for the Building, plus 10%. In the event BCEDC locates a tenant for the Building, Magnus agrees to lease the Building on a triple net basis at reasonable market rates, subject to adjustment for any required buildout of interior improvements.

3.3 No Development Incentives by BCEDC. In consideration of Magnus's substantial investment in the Park, BCEDC agrees that during the term of this Agreement and until such time as Magnus has closed on the sale of the Building or leased 75% of the available space within the Building, BCEDC shall not offer or provide any incentives or inducements to any third-party for the development and/or construction of a speculative shell industrial, manufacturing or warehouse building; provided however, Magnus understands and acknowledges such shall not apply to the Buildings to be constructed at Myrtle Park or Buckwalter Place Commerce Park. BCEDC agrees to use its best efforts to sell or lease the Building to prospective users.

ARTICLE IV **Warranties and Representations of BCEDC**

4.1 Warranties and Representations of BCEDC. BCEDC warrants and represents to Magnus:

(a) BCEDC has the right, power and authority to enter into and perform this Agreement.

(b) BCEDC has secured funds or a source of funding to meet its obligations to pay the Pre Development Contribution (as outlined in 1.5) and Carrying Costs.

ARTICLE V **Conditions**

The obligation of Magnus to consummate the transactions contemplated under this Agreement are subject to (a) the timely performance by BCEDC of each and every obligation imposed upon BCEDC; and (b) the truth and accuracy as of the date hereof and as of the date of closing, of each and every warranty and representation made by BCEDC. Each condition hereunder is solely for the benefit of Magnus and may be waived by Magnus in writing. If BCEDC shall fail in any respect to comply with its obligations under this Agreement, Magnus may (but shall have no obligation to) perform or cause to be performed such work and may take such other steps as it deems advisable.

ARTICLE VI **Commissions**

Neither Magnus nor BCEDC has created any other liability for any broker's fee or commission in connection with this agreement or the consummation of the transaction contemplated hereby. BCEDC shall indemnify and hold Magnus harmless from all claims, losses,

liabilities and expenses (including but not limited to attorneys' fees and court costs) which Magnus may incur on account of any claim which may be asserted against Magnus, whether or not meritorious, by any broker or any other person on the basis of an agreements made or alleged to have been made by or on behalf of BCEDC. Magnus shall indemnify and hold BCEDC harmless from all claims, losses, liabilities and expenses (including but not limited to attorneys' fees and court costs) which BCEDC may incur on account of any claim which may be asserted against BCEDC, whether or not meritorious, buy any broker or other person on the basis of any agreements made or alleged to have been made by or on behalf of Magnus.

ARTICLE VII
Miscellaneous

7.1 BCEDC represents that it possesses the authority required to enter into and execute all provisions of this Agreement. Magnus represents the same for its part.

7.2 This Agreement sets forth the entire agreement between the parties and cannot be waived or amended except by written agreement of the parties. This Agreement supersedes all prior agreements, if any, between the parties.

7.3 Time is of the essence in this Agreement.

7.4 Any notice required or permitted under this Agreement must be in writing, signed by the party giving the notice or by its attorney at law, and shall be deemed to be delivered, whether or not actually received, when the notice has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or when received if had been delivered or delivered by express courier, or upon confirmation of transmission, if transmitted by telefax, as the case may be, addressed to the party to whom such notice is sent at the address set forth below:

Magnus: Magnus BCP2, LLC
719 Holly Street
Columbia, South Carolina 29205
Attention: William G. Owen
Phone: 803-238-5555

With a copy to: Adams and Reese LLP
Attn: William P. McElveen, Jr.
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
Phone: 803-212-4957

BCEDC: Beaufort County Economic Development Corporation
7 Venture Drive, #100
Bluffton, SC 29910
Attn: John O'Toole
Phone: (843) 226-3462

With a copy to: Haynsworth Sinkler Boyd PA
Attn: Gary W. Morris
1201 Main Street, 22nd Floor
Columbia, South Carolina 29201
Phone: 803-540-7961

7.5 Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties and their successors and assigns, any right or interest whatsoever.

7.6 All references to the date of this Agreement mean the date upon which both BCEDC and Magnus have executed this Agreement.

7.7 This Agreement shall be binding upon and shall inure to the benefit of BCEDC and Magnus, their respective successors, successors-in-title, legal representatives and assigns. Magnus may transfer and assign its interest under this Agreement to any affiliate of Magnus without restriction, in whole or in part, and upon any such assignment or Magnus's entire interest in this Agreement, the assignor shall have no further rights, duties, liabilities or obligations hereunder.

7.8 All exhibits hereto and all other documents and instruments referred to herein or in any exhibit hereto are hereby incorporated herein by reference.

7.9 This agreement shall be governed and construed and enforced in accordance with the laws of the State of South Carolina.

7.10 Following the execution of this Agreement and thereafter, each party shall do such things as may be responsibly requested by the other party, at the expense of the requesting party, in order more effectively to accomplish the purposes and other agreements and obligations contemplated by this Agreement, which may include, without limitation, matters required in connection with Magnus's financing of construction of the Building and/or utilization of like-kind exchanges under § 1031 of the Internal Revenue Code. The parties shall cooperate with each other and their respective counsel and designees in connection with any steps require to be taken as part of their respective rights and obligations under this Agreement.

7.11 None of the unperformed warranties, representations, covenants, terms, and conditions set forth in this Agreement shall be merged into the documents executed and delivered at Closing. Instead, all representations, covenants, terms, conditions, and warranties contained in this Agreement shall survive the Closing.

7.12 The obligations of Magnus pursuant to this Agreement are contingent upon Magnus acquiring title to the Property pursuant to the Purchase Agreement.

(Remainder of this page left blank)

In witness thereof the parties have executed this Agreement as of the date written above.

BEAUFORT COUNTY ECONOMIC DEVELOPMENT
CORPORATION

By: _____

Name: _____

Title: _____

Dated: _____

MAGNUS BCP2, LLC

By: _____

Name: G. William Owen

Title: Partner

Dated: _____

Exhibit A

Site Plan, Building Plan and Elevation

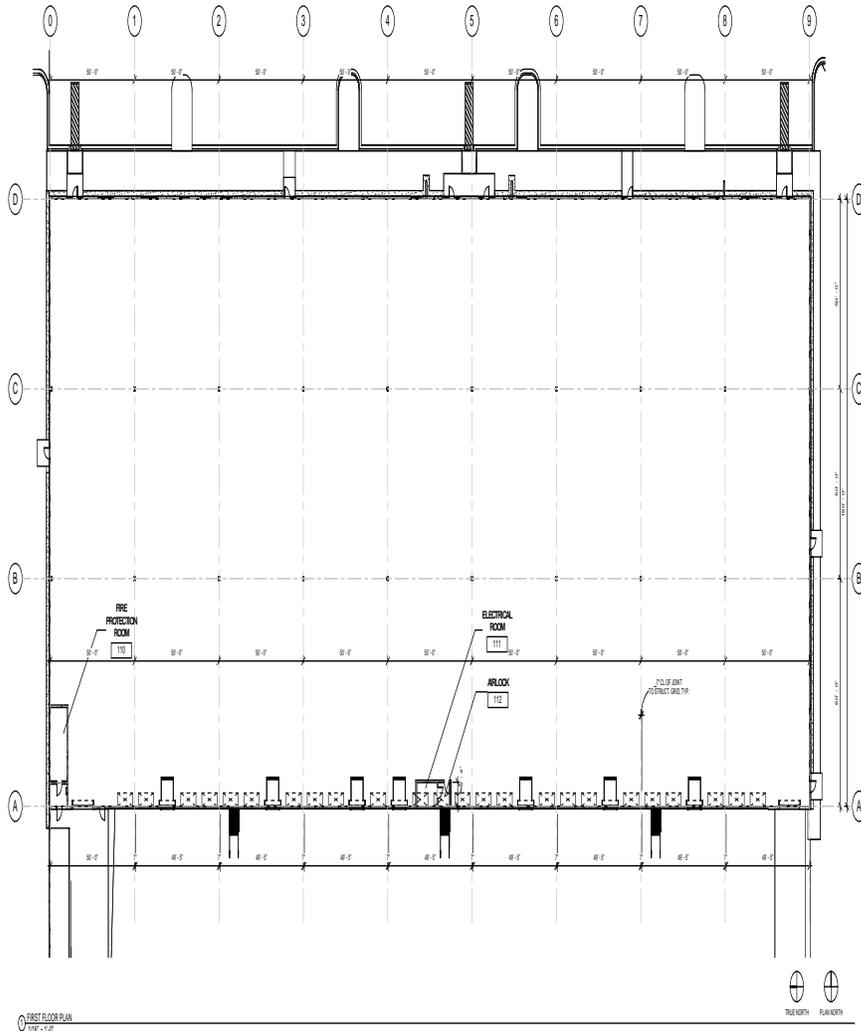


Exhibit B

Abbreviated Outline Specifications

Building: **Beaufort County Commerce Park – Building 2**

Building Size: 72,000SF
Building Dimensions: 160' x 450'
Construction: Tilt Concrete Panel
Clear Height: 28' Clear Height
Typical Bay Spacing: 50' x 50'
Car Parking: Per code or variance as needed

Truck Court

Truck Loading Dock: 130' Deep Asphalt Truck Court
Truck Dolly Pad: 8" Concrete Dolly Pads at Dock Positions
Truck Doors: 7 each (9' x 10') Dock High Doors
Knock out panels for additional doors
2 each (12' x 14') Drive-in Door

Equipment

6' x 6' 30,000 lb. Capacity Mechanical Dock Levelers at all Truck Doors

Floors

6' Non-Reinforced Sealed concrete constructed of 3,500 PSI concrete
Point Loading on 3" x 4" Base Plate
Sealed with Penetrating Hardener

Walls

Tilt-up concrete Structural Wall Panels

Roof

45mil TPO roof
Gutter with Downspouts on Truck Court Side of Building

Water & Sewer

Sanitary Sewer Lines: +/- 30' from the Inside Face of the Front of the Bldg.
Main Sanitary sewer extended to reach all Tenant Spaces
Domestic Water Line: Stub in every other bay from the car park side of the building

Heating & Ventilation

Ventilation: 1 Air Change per hour
Heating: Unit Heaters for freeze protection

Fire Protection

ESFR FireSuppression System

Electrical, Lighting, Heating

Electrical: 1,000 Amp Main Service, 480/277 v 3-Phase
Lighting: LED High Bay Light Fixtures with motion sensors with 25 FC at 3' above finished floor

Exhibit C

Estimate of Operating Expenses and Carrying Costs

Beaufort 72,000 SF Spec	Year <u>1</u>	Year <u>2</u>	Year <u>3</u>	Year <u>4</u>	Year <u>5</u>
<u>Operating Expenses</u>					
RE Taxes	\$ 71,808.00	\$ 73,244.16	\$ 74,709.04	\$ 76,203.22	\$ 77,727.29
Insurance	\$ 8,448.00	\$ 7,833.60	\$ 7,990.27	\$ 8,150.08	\$ 8,313.08
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
Vacant Utilities	\$ 8,448.00	\$ 8,616.96	\$ 8,789.30	\$ 8,965.09	\$ 9,144.39
Maintenance	\$ 16,896.00	\$ 15,667.20	\$ 15,980.54	\$ 16,300.15	\$ 16,626.16
Janitorial	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve -Magnus to handle Management Fee	\$ 15,510.00	\$ 15,820.20	\$ 16,136.60	\$ 16,459.34	\$ 16,788.52
Total Operating Expenses	\$ 121,110.00	\$ 121,182.12	\$ 123,605.76	\$ 126,077.88	\$ 128,599.44
<u>Project Carrying Cost (based on current WSJ Prime Rate)</u>					
\$6,000,000 x 4.75%= \$214,988.80/year	\$285,000.00	\$285,000.00	\$285,000.00	\$285,000.00	\$285,000.00
If real estate taxes can be abated	-\$71,808.00	-\$73,244.16	-\$74,709.04	-\$76,203.22	-\$77,727.29
Total Annual Carrying Cost (less RE taxes)	\$334,302.00	\$332,937.96	\$333,896.72	\$334,874.65	\$335,872.15
Capped Annual Carrying Cost (incl. taxes)	\$406,110.00	\$406,182.12	\$408,605.76	\$411,077.88	\$413,599.44

NOTE: Land sale based on \$20,000 per usable acre but shall be paid to the City of Beaufort in annual installments of \$5,000 per year until paid in full. In the event of a sale of the property, then the unpaid balance of the land price shall be paid at the time of the sale of the land.
Annual projected increases are based on 2% per year.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/18/2022
FROM: Andrea Hackenberger
AGENDA ITEM TITLE: Request from Gullah Traveling Theater for co-sponsorship to host A Gullah Taste of Christmas on Saturday, December 3, 2022 , 11:00 AM to 4:00 PM in the Henry C. Chambers Park
MEETING DATE: 10/25/2022
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
2022 Gullah Taste of Christmas Co-sponsorship request	Cover Memo	10/18/2022

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Gullah Taste of Christmas

Name of Event: Sea Island Gullah Christmas Celebration

Date of Event: 12/3/22

Contact person: Anita Prather
Telephone: 843-263-5229

Please check all that apply.

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

**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>Gullah Taste of Christmas</u>	Date(s) of Event: <u>12/3/2022</u> Setup start/end time: <u>9a-6p</u> Actual event start/end time: <u>11a-4p</u> Take down start/end time: <u>4p to 6p</u>
Organization/Individual Name: <u>Gullah Traveling Theater</u> <u>Anita Singleton Prather</u>	(Beaufort Waterfront Park) Address: <u>1010 Market St.</u> <u>Beaufort, SC</u> Telephone: <u>843-263-5229</u> Email: <u>cuntpearlie51e@yahoo.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? _____

Will food be sold? Yes Served? _____

Will there be any retail sales? Yes

Number of people expected to attend: 400

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	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

9a to 6pm

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

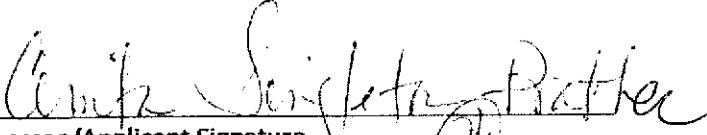
•The City of Beaufort requires that any organization/group sponsoring any event at a City owned facility/property or right of way provide the City of Beaufort with evidence of insurance as outlined below.

General Liability as follows:

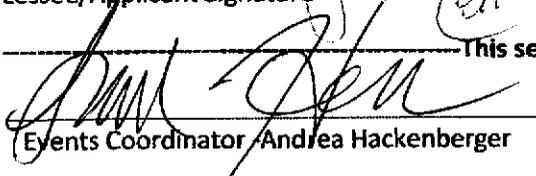
- \$500,000.00 minimum requirement per occurrence for General Liability and Auto Liability (depending on the size or type of event, this amount may increase)
- Must provide proof one week before event

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.


 Lessee/Applicant Signature

10/6/22
 Date


 Events Coordinator Andrea Hackenberger

~~This section for City use~~

10/12/22
 Date Application Received

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



South Carolina
Secretary of State
Mark Hammond

Search Charities

Charities Search Home

[<< Back to Search Results](#)

Gullah Traveling Theatre, Inc.

Public Id: P53500
Ms. Anita Singleton Prather, CEO
1010 Monson Street
Beaufort, SC 29902

Status: Registered. Information from this organization's annual financial report is listed below.

The following financial information has been provided to the Secretary of State's Office by the above named organization. The Secretary of State's Office has not independently verified this financial information. If a charity has recently registered with the Secretary of State's Office for the first time, there may not be any financial data available. Below are figures for the organization's fiscal year: **1/1/2020 - 12/31/2020**.

Financial Report	
TOTAL REVENUE:	\$36,392.66
PROGRAM EXPENSES:	\$13,577.66
TOTAL EXPENSES:	\$37,198.94
NET ASSETS:	(\$1,394.21)





CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/18/2022
FROM: Linda D. Roper
AGENDA ITEM TITLE: Authorization to allow the City Manager to execute Notice of Intent to Terminate MOU with Beaufort Jasper Water & Sewer Authority re: Garbage and/or Recycling Billing Services
MEETING DATE: 10/25/2022
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
NOITerminate BJWSA Billing Services	Cover Memo	10/18/2022



6 SNAKE ROAD, OKATIE, SC 29909-3937
Phone 843.987.8100 | Fax 843.548.0096
Customer Service 843.987.9200
Operations & Maintenance 843.987.8046
Engineering 843.987.8065
www.bjwsa.org

Our mission: Provide quality water and wastewater services to our current and future customers in the Lowcountry

JOE MANTUA, PE, GENERAL MANAGER

September 27, 2022

Bill Prokop, City Manager
Linda Roper, Downtown Operations & Community Services Director
Post Office Drawer 1167
Beaufort, South Carolina 29901

RE: Notice of Intent to Terminate MOU dated 01/01/2017 on 12/31/2022 re: Garbage and/or Recycling Billing Services

Dear Bill and Linda:

Please let this letter serve as BJWSA's Notice of Intent to Terminate the Memorandum of Understanding ("MOU") between Beaufort-Jasper Water and Sewer Authority ("BJWSA") and the City of Beaufort ("City") dated January 1, 2017 pertaining to the Residential Billing for the City's garbage and/or recycling charges as of December 31, 2022. The City of Beaufort's billing cycle for garbage and/or recycling charges for December 2022 will be dated on or about from December 6, 2022 through December 23, 2022. Effective January 1, 2023, the City will be responsible for billing all monthly garbage and/or recycling charges for the City's residential residents. BJWSA will have no further obligation to bill City residents for these services nor to send the City a monthly report to the City's vendor listing all residential residents who have moved in or out of the City during any given months. Further, BJWSA will have no further obligation to reconcile the quarterly customer list as received from the City's vendor(s) in comparison to BJWSA's billing list for any time frame beyond the close of business December 31, 2022. As of January 1, 2023, BJWSA will no longer be required to refer any calls or inquiries with regard to the City's garbage or recycling service to the City's chosen vendor(s). BJWSA will not be required to work with the City's vendor(s) to resolve any customer billing disputes and will no longer be required to add or remove any garbage or recycling service at the directions of the City's vendor(s). Effective January 1, 2023, the City will have no obligation to pay BJWSA \$0.78 per customer per month as a billing charge nor will the City be required to pay \$437.50 per quarter to BJWSA for its service in providing monthly and/or quarterly reports. This letter is intended to terminate and cancel any and all obligations between BJWSA and the City under the January 1, 2017 MOU as of close of business, December 31, 2022. BJWSA will remit garbage and/or recycling charges to the City less billing charges the City owes BJWSA for the December 2022 billing cycle no later than January 15, 2023. BJWSA is willing to submit a current billing listing to be incorporated into a third parties'

JAMES E. BAKER, JR
CHAIR

GREGORY A. PADGETT
VICE CHAIR

DONNA L. ALTMAN
SECRETARY/TREASURER

MICHAEL L. BELL
IMMEDIATE PAST CHAIR

LORRAINE W. BOND
GERALD H. SCHULZE

ANDERSON M. KINGHORN, JR
WILLIAM SINGLETON, Ed.D

J. ROBERT McFEE, PE
DAVID R. STRANGE

R. THAYER RIVERS, JR

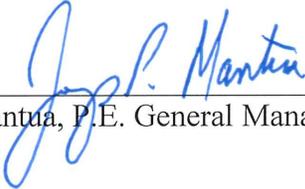
software, which will include the below listed data fields in October 2022 and then again after the December 2022 billing is complete.

Data fields to be provided are as follows and will be provided in PDF format, or if available in Excel or CVS format:

- Customer Data – Customer and Account number, Name, Address, Email, Phone number, Mailing and Service address.
- Financial Data – Customer info to include amounts billed as well as balances on the accounts.

Sincerely,

BJWSA

By: 
Joe Mantua, P.E. General Manager

Please acknowledge BJWSA's Notice of Intent to Terminate the 1/1/17 MOU effective December 31, 2022:

City of Beaufort

By: _____
Bill Prokop, City Manager

Attest: _____
Linda Roper, Downtown Operations & Community Services Director



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/18/2022
FROM: Linda D. Roper
AGENDA ITEM TITLE: Authorization to allow the City Manager to amend the contract with Capital Waste Services to include Billing Services for Solid Waste and Recycling
MEETING DATE: 10/25/2022
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Draft Capital Waste Amendment to Contract for Billing Services	Cover Memo	10/18/2022

AMENDMENT TO INCLUDE CONTRACTOR BILLING MANAGEMENT IN THE CONTRACT FOR THE
PROVISION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES IN THE CITY OF
BEAUFORT

THIS AMENDMENT TO THE COLLECTIONS AGREEMENT AND CONTRACT (Amendment) is made this ___ day of _____, 2022, by and between Capital Waste Services LLC (hereinafter called the "Contractor"), by and with City of Beaufort, South Carolina (hereinafter called the "Municipality").

WHEREAS, Municipality and Contractor entered into the Standard Agreement Between City of Beaufort and Capital Waste Services dated June 16th, 2021 (the Agreement) to render solid waste and recycling collections, transportation, and disposal services and all matters appertaining thereto as set forth and described in the Agreement; and,

WHEREAS, the parties wish to expand the scope and amend certain portions of the Agreement; and,

WHEREAS, on _____ 2022, the Municipality's City Council approved the terms of this Amendment of the Agreement pending the Contractor submitting all of the documents required by the Municipality; and

WHEREAS, the term of the Agreement hereby commences on January 1st, 2023, and expires at midnight of June 30th, 2026. Upon mutual written consent of the parties, such term for the Agreement and the Amendment may be jointly extended for additional three (3) year terms.

NOW THEREFORE, the parties do hereby agree and stipulate as above and as follows:

1. Contractor shall inherit all account management responsibilities including, but not limited to, communication, invoicing, and receivables management for all residential customers within the City of Beaufort.
 - a. Contractor shall develop a data base of residential customers for the purpose of billing solid waste and recycling services quarterly.
 - b. Contractor shall bill residential customers a monthly rate determined and approved by the Municipality. Current rate is per household is \$20.00 per month. Adjustment to rates will be determined and approved by City Council in June of each year.
 - c. Contractor shall assume all responsibility to collect all the amount billed to customers.
 - d. Contractor shall receive all calls and inquires for garbage and recycling services and resolve issues and complaints in a timely manner.
 - e. Contractor shall resolve all billing disputes in a timely manner.
2. Municipality shall, in exchange for the billing services, pay the Contractor the rate of \$3.00 per residential property per month beginning January 1, 2023 through June 30, 2023.
 - a. Contactor shall bill the Municipality the cost of solid waste and recycling services plus the billing and collection services minus the amount collected per month.
 - b. Contractor shall provide monthly collection reports to the Municipality.
3. Municipality and Contractor shall develop a franchise agreement for the residential solid waste, recycling and disposal and billing services to begin July 1st, 2023 to replace the direct

billing as outlined in current solid waste and recycling and disposal contract. Such agreement shall be executed no later than May 31, 2023. Municipality recognizes that the billing services will be cost of \$5.45 per residential home per month beginning July 1, 2023.

4. Service fee increases, in addition to those aforesaid, shall continue to be limited to CPI for "Water and Sewer and Trash Collection Services" as published by U.S. Bureau of Labor Statistics of each year.

In all other respects, the Agreement shall remain in full force and effect.

This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

This Amendment and all amendments or additions hereto shall be binding upon and full enforceable against the successors and assigns parties hereto.

IN WITNESS WHEREOF this Amendment has been signed, sealed, and delivered by the Contractor as of the day and year first above written.

City of Beaufort

Capital Waste Services LLC

By: _____
Authorized Signature

By: _____
Authorized Signature

Print/Type Name

Print/Type Name