CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070

CITY COUNCIL REGULAR MEETING AGENDA
March 10, 2020

NOTE: IF YOU HAVE SPECIAL NEEDS DUE TO A PHYSICAL CHALLENGE, PLEASE CALL IVETTE BURGESS 525-7070 FOR ADDITIONAL INFORMATION

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

I. CALL TO ORDER

A. Billy Keyserling, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mike McFee, Mayor Pro Tem

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Proclamation proclaiming March 2020 as American Red Cross Month

IV. PUBLIC COMMENT

V. PUBLIC HEARING

A. Ordinance amending Part 7 and adding a new Chapter 17, Development Impact Fees for Fire Service

VI. MINUTES

VII. NEW BUSINESS

A. Co-Sponsorship request for use of Waterfront Park from Hopeful Horizan for Take Back the Night event on Thursday, April 30, 2020

B. Request from Beaufort Area Hospitality Association to change the date for use of the Waterfront Park for the Oyster Festival event to be held on January 15-16, 2021

C. Authorize City Manager to enter into Contract for Parking Management Services

D. Resolution Adopting the Community Development Block Grant (CDBG) Priority Needs

E. Approval for the City Manager to enter into a Memorandum of Understanding for the Carnegie Library Historical Marker

F. Ordinance authorizing the City Manager to execute any and all necessary and appropriate documents for the purchase by the City of the property at 2153 Boundary

Street - 1st Reading

G. Ordinance amending Part 7 and adding a new Chapter 17, Development Impact Fees for Fire Service - 1st Reading

VIII.REPORTS

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

IX. ADJOURN

P R O C L A M A T I O N
AMERICAN RED CROSS MONTH, 2020

WHEREAS, March is American Red Cross Month, a time when we recognize the humanitarian organization that eases people's suffering during life's emergencies in Lowcountry South Carolina, across the United States and around the world. The Palmetto South Carolina Region of the American Red Cross has a long history of helping our neighbors in need by delivering shelter, care and hope during large-scale disasters; making our community safer through its lifesaving Home Fire Campaign; providing lifesaving blood; teaching skills that save lives; and supporting military, veterans, and their families. During this Red Cross Month, we thank and honor the selfless volunteers, dedicated employees and generous supporters who make this compassionate work possible;

WHEREAS, year, in the Lowcountry, nearly 800 volunteers assisted more than 1,300 people after local emergencies, like home fires. Meanwhile, when large-scale disasters, like Hurricane Dorian, devastated families, hundreds of disaster workers from South Carolina were among the nearly 9,000 Red Cross workers — 90 percent of them volunteers — who left their homes to work alongside partners to provide refuge, food, relief items, emotional support, recovery planning and other assistance;

WHEREAS, meanwhile, the Red Cross continues to work with its partners to prevent fire tragedies through its national Home Fire Campaign, which installed its 2 millionth free smoke alarm last year and has saved hundreds of lives across the country and 76 in South Carolina – since the campaign launched in 2014. Last year, in the Lowcountry, the Red Cross and local partners installed nearly 3,500 free smoke alarms and made nearly 1,000 households safer from the threat of home fires;

WHEREAS, additionally, in the Lowcountry, the Red Cross provided nearly 4,200 case services to U.S. service members, veterans and their families; collected more than 30,400 units of lifesaving blood; and trained more than 8,300 people in lifesaving skills like First Aid and CPR;

WHEREAS, every day, people in our community depend on the American Red Cross, whose lifesaving mission is powered by the devotion of volunteers, the generosity of donors and the partnerships of community organizations. We dedicate the month of March to all those who support its vital work to prevent and alleviate human suffering in the face of emergencies.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims, March 2020 as

AMERICAN RED CROSS MONTH, 2020

I encourage all Americans to support this organization and its noble humanitarian mission.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 10th day of March 2020

_____
BILLY KEYSERLING, MAYOR

ATTEST:

_____
IVETTE BURGESS, CITY CLERK

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	3/9/2020
FROM:	Fire Chief, Reece Bertholf		
AGENDA ITEM TITLE:	Ordinance amending Part 7 and adding a new Chapter 17, Development Impact Fees for Fire Service		
MEETING DATE:	3/10/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	3/3/2020
FROM:	Rhonda Carey, Events and Tour Operations Coordinator		
AGENDA ITEM TITLE:	Co-Sponsorship request for use of Waterfront Park from Hopeful Horizan for Take Back the Night event on Thursday, April 30, 2020		
MEETING DATE:	3/10/2020		
DEPARTMENT:	City Clerk		

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Co-Sponsorship	Backup Material	3/3/2020

Hopeful Horizons

February 20, 2020

City of Beaufort
City Council
Beaufort, SC 29902

Dear Council Members:

In 2019 Hopeful Horizons served 1,200 victims of sexual assault, domestic violence, and child abuse. These individuals received counseling services, forensic interviews, shelter, transitional housing, and/or legal services at no cost. We are grateful to have the opportunity to serve so many, but we also know that there are others who suffer in silence as they are unaware of the lifesaving services available to them. Our community partners are invaluable in spreading the word and we appreciate all that they do to support us.

Each April, in honor of Sexual Assault Awareness Month, Hopeful Horizons presents "Take Back the Night" to raise awareness of sexual assault and our services, and to empower survivors in our community. In the past, the Council has graciously acknowledged our non-profit status and the importance of the issue. We are, once again, respectfully requesting your support in the form of co-sponsorship.

We look forward to partnering once again and seeing you at 6 p.m. in Waterfront Park on Thursday, April 30th.

Regards,

Rose Ewing
Community Educator
Hopeful Horizons
1212 Charles St
Beaufort SC 29902
843.252.3001 mobile

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: TAKE BACK the Night	Date(s) of Event: 4-30-2020 Setup start/end time: 4-5:30 pm Actual event start/end time: 6-7 pm Take down start/end time: 7-7:45 pm
Organization/Individual Name: Hopeful Horizons	Address: P.O.Box 1775 Beaufort 29901 Telephone: 843-379-6164 843-252-3001 Email: ewingr@hopefulhorizons.org

- 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: Rhonda Carey 500 Carteret St. Beaufort, SC 29902,

or scan and email to rcarey@cityofbeaufort.org.

All events must abide and are governed by the City's Special/Private Events Policy. Organizers will receive a copy of the policy for review. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7063.

Is event open to the public? Yes

Will admission be charged, or donation required? NO

Will alcoholic beverages be sold? NO Served? NO

Will food be sold? NO Served? NO

Will there be any retail sales? NO

Number of people expected to attend: 50-75

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	**4 HR Block**	**6 HR Block**	**12 HR Block**
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

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 or visit, http://www.cityofbeaufort.org/270/Beaufort-Pride-of-Place THANK YOU!

Lessee/Applicant Signature _____ Date _____

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

Events Coordinator - Rhonda Carey _____ Date Application Received 2/28/2020

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

WFP Application Rev 092919

REQUEST FOR CO-SPONSORSHIP
Henry C. Chambers Waterfront Park

Name of Event Take Back The Night

Date of Event: 4/30/2020

Contact person: Rose Ewing
Telephone: 843-379-6164 office
843-252-3001 mobile

Please check all that apply.

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

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

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

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	3/3/2020
FROM:	Rhonda Carey, Events and Tour Operations Coordinator		
AGENDA ITEM TITLE:	Request from Beaufort Area Hospitality Association to change the date for use of the Waterfront Park for the Oyster Festival event to be held on January 15-16, 2021		
MEETING DATE:	3/10/2020		
DEPARTMENT:	City Clerk		

BACKGROUND INFORMATION:

The original date requested was January 17-18, 2021

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Updated date Request	Backup Material	3/3/2020

CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: March 3, 2020

SUBJECT: Request for change of date for use of Waterfront Park – Beaufort Area Hospitality Association Oyster Festival Event January 15-16, 2021

December 2, 2019, The Beaufort Area Hospitality Association updated their plans to host their inaugural Oyster Festival event. (See attached email). The festival was originally planned to be held January 17-18, 2020 at Henry C. Chambers Waterfront Park. Circumstances prohibited the organization from hosting the event on those dates.

BAHA is asking for consideration and approval to revise the dates of their original reservation/event request, (presented to Council, and approved with amendments October 8, 2019), to January 15 -16, 2021.

Rhonda Carey

From: Lise Sundrla <info@bfthospitality.com>
Sent: Monday, December 2, 2019 10:24 AM
To: Rhonda Carey
Cc: Linda Roper; Ivette Burgess
Subject: Request to Change Date for Beaufort Oyster Festival

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

Greetings Rhonda,

I hope you had a wonderful holiday. With this email, I am requesting a change of date for the inaugural Beaufort Oyster Festival.

The new date for the weekend festival in the Henry C. Chambers Waterfront Park is January 15-16, 2021. The remainder of our previous request and approval will stay the same.

In addition, we anticipate that we will also promote a full festival week for area restaurants in conjunction with the Beaufort Port Royal Sea Islands CVB and South Carolina Restaurant Week January 7 through 17, 2021.

Thank you for your assistance with this request.

Sincerely,

Lise

Lise Sundrla | Executive Director
Beaufort Area Hospitality Association (BAHA)
(843) 379-2226
bfthospitality.com

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

Phone: 843-379-7063 **Fax:** 843-986-5606

Name of Event: *Beaufort Oyster Festival - Queen of the Carolina Sea Islands*	Date(s) of Event: January 17-18, 2020 Setup start/end time: Jan 16, 7:00AM to Jan 17 - 4PM Actual event start/end time: Jan 17 - 4 to10/Jan 18 - 11 to 5PM Take down start/end time: Jan 18 - 5-10PM with equipment pickup on Jan 19/20
Organization/Individual Name: Beaufort Area Hospitality Association Lise Sundrla, BAHA Ashley Rhodes (Ashley Rhodes Event Designs)	Address: 916 Port Republic Street, Bft 29902 Telephone: 843-379-2226 Email: info@bfthospitality.com

- 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: Rhonda Carey 500 Carteret St. Beaufort, SC 29902,

or scan and email to rcarey@cityofbeaufort.org.

All events must abide and are governed by the City's Special/Private Events Policy. Organizers will receive a copy of the policy for review. To discuss specifics of the policy contact the Events Coordinator at 843-379-7063.

Is event open to the public? Yes

Will admission be charged or donation required? Free Admission. Tickets required for Food/Beverage

Will alcoholic beverages be sold? Yes Served?_____

Will food be sold? Yes Served? _____

Will there be any retail sales? Yes. Crafts and retail sale items

Number of people expected to attend: 3000 to 5000 over two days

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	4 HR Block	6 HR Block	12 HR Block
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

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

Comments:

The Beaufort Oyster Festival is envisioned to celebrate all aspects of our Lowcountry oystering culture – economic, historical, architectural, ecological, culinary, artisan, agricultural, and more. The full event is conceived as an 8-day festival week corresponding with SC Restaurant Week and culminating with the two-day waterfront park event.

Lessee/Applicant Signature

10/2/19
Date

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

_ Events Coordinator - Rhonda Carey

Date Application Received

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

REQUEST FOR CO-SPONSORSHIP
Henry C. Chambers Waterfront Park

Name of Event *Beaufort Oyster Festival - Queen of the Carolina Sea Islands*

Date of Event: *Jan. 17-18, 2020*

Contact person: *Lise Sundrla, BAHA*
Telephone: *843-379-2226*

Please check all that apply.

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

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

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

- -

Events Coordinator Recommendation: Approved: ✓ Denied: _____

Explanation: details re: what was approved attached - 10-8-19 Council Meeting minutes
RRC

Forward for Council Deliberation: 10-8-2019
Date of Council Meeting

Council: Approved: ✓ Denied: _____

Explanation: _____

Beaufort Area
Hospitality Association

October 2, 2019

Rhonda Carey
Events Coordinator
City of Beaufort
500 Carteret Street
Beaufort, SC 29902

Greetings Rhonda,

We are delighted to present the attached Special Event Permit application for the inaugural Beaufort Oyster Festival – *Queen of the Carolina Sea Islands,* along with a request for co-sponsorship of this event with the City of Beaufort.

The Beaufort Oyster Festival is envisioned to celebrate all aspects of our Lowcountry oystering culture and agri-tourism economy from historical, to architectural, ecological, agricultural, culinary, artisan, and more.

The full event is conceived as an 8-day festival week corresponding with South Carolina Restaurant Week where focus is given to presenting oyster fare at area restaurants, and culminating in a weekend festival in the Henry C. Chambers Waterfront Park. Area businesses, elementary schools, agri-tourism and eco-cultural businesses, agencies and non-profits will be invited to participate in the event throughout the week in educational, art and oystering programs and demonstrations.

The full event would be scheduled January 11 – 18, 2020. The Festival Weekend would be January 17-18, 2020 in the Watefront Park. These dates have been chosen specifically to support our local hospitality industry during a traditionally slow time in our market while generating positive economic activity supporting HTAX and ATAX.

It is our hope that this event will grow to become one of the City and Lowcountry's treasured heritage festivals. With this in mind, we are asking the City of Beaufort to partner with BAHA in this inaugural year as we plant the seed.

With this partnership, BAHA would like to offer 10% of our net profits to the City of Beaufort in support of the Pride and Place program contributing in reinvestment in our community.

Beaufort Area Hospitality Association
PO Box 566 Beaufort, SC 29901 info@bfthospitality,com bfthospitality.com

parcels. Ms. Rodgers said she's heard many things about what will go on this property. Mr. Prichard said the owner and developer has ideas about this –he's "looking at an apartment building" to support the hospital workers and TCL students, but that's not "definite yet." It's still in the conceptual planning stages, he said. He explained the procedure for the plans when they're formally submitted. **The motion passed unanimously.**

REQUEST FROM BEAUFORT AREA HOSPITALITY ASSOCIATION (BAHA) FOR USE OF THE WATERFRONT PARK AND CO-SPONSORSHIP TO HOST THE BEAUFORT OYSTER FESTIVAL – QUEEN OF THE CAROLINA SEA ISLANDS

Councilman Murray made a motion, second by Councilman Cromer, to approve the request for the January 11-18, 2020 event. Ms. Carey said the request is for an inaugural event by the Beaufort Area Hospitality Association and Ashley Rhodes Event Designs. The request is for a waiver of fees at Waterfront Park, the use of water and electricity during the festival, donation of waste collection, recycling, port-a-lets, and hand-washing stations, police and EMS support, and load-in/load-out support, and park maintenance, Ms. Carey said.

Lise Sundrla introduced **Ashley Rhodes**. This will be an 8-day event, Ms. Sundrla said, to celebrate Lowcountry oyster culture.

On the three elements of the request – other than waiving park fees and the use of water and electricity in Waterfront Park – Ms. Sundrla said BAHA is asking for the city's assistance with these things as a partner, just in the festival's inaugural year. In return for this sponsorship, they are offering 10% of the festival's proceeds to the city's Pride of Place program. The festival will take place during a slow time for tourism, Ms. Sundrla said.

Ms. Rhodes said the first 5 days of the festival would incorporate local restaurants; other events include local schools in an art contest, and the winners would be announced at the festival. On Friday and Saturday, local artisans would sell wares that center around oysters, she said, and there would be entertainment, and food and beverage vendors. An oyster roast, in partnership with Sea Eagle, would be a separate ticketed event. There would also be a tabbying demonstration, Ms. Rhodes said.

Ms. Carey said the city manager had feedback he wanted to share. Mr. Prokop said generally, staff totally supports this as "a heritage event," but they have to look at precedent-setting. The city doesn't have the budget to cover overtime for police, he said. Also, the city has gotten two calls about waiving fees for other events. Mr. Prokop said the city wants to help make this festival successful, but staff feels the city should stick with its traditional co-sponsorship practices.

Ms. Sundrla said the budget is a little less than $5,000 for those costs they are asking the city to waive.

Mayor Pro Tem McFee said he shares concerns about establishing precedent. Councilwoman Sutton said she agrees and will go with staff's recommendation.

Councilman Cromer asked how many people they anticipate; Ms. Sundrla said they expect 3,000 to 5,000 people to attend the weekend event.

Councilman Murray said he is very supportive of this event on many levels. He likes that it touches on art, education, natural resources, etc., so he doesn't want the organizers to think that he doesn't support it. The Pride of Place component is also great, he said, but as his colleagues have said, this is a precedent issue. Everyone needs to be treated fairly, he said, and many event organizers ask for the city's sponsorship all through the year. Councilman Murray said he doesn't recall ever giving organizations port-a-lets or hand-washing stations, and the police are "a direct cost" to the city.

Councilman Murray made a motion, second by Councilman Cromer, to amend the original motion: only to support the use of Waterfront Park and associated fees and the use of water and electricity there, but not to support the donation of waste collection, recycling, port-a-lets, and hand-washing stations, police and EMS support, and related services that include park maintenance and support for load-in and load-out. The motion passed unanimously.

Mayor Pro Tem McFee clarified with Ms. Sundrla that 10% of *net profits*, not *proceeds*, would be donated to the Pride of Place program. **The amended original motion passed unanimously.**

TDAC/ATAX RECOMMENDATIONS

Councilman Murray made a motion, second by Councilwoman Sutton, to approve TDAC's recommendations.

Councilman Cromer asked if there is anything council could do for the Beaufort History Museum. Mayor Pro Tem McFee explained to the public that some infrastructure projects "that we included with the ATAX funding" limited the amount that TDAC was able to recommend that council grant to organizations, including the Beaufort History Museum. City council and staff have discussed either "internally fund[ing] the museum" in part, either through ATAX or from elsewhere in the city budget.

Councilman Murray said council had directed staff to see if there might be some "professional development funds" or other "pots to draw from" that would allow the city to help the museum build its exhibits. **The motion passed unanimously.**

APPROVAL OF THE CITY MANAGER EXECUTING AN AGREEMENT FOR A BEAUFORT COUNTY MULTI-AGENCY DRUG TASK FORCE

Councilman Murray made a motion, second by Councilman Cromer, to approve the

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	3/5/2020
FROM:	Kathy		
AGENDA ITEM TITLE:	Authorize City Manager to enter into Contract for Parking Management Services		
MEETING DATE:	3/10/2020		
DEPARTMENT:	Finance		

BACKGROUND INFORMATION:

Please see the Recommendation Memo attached

PLACED ON AGENDA FOR: *Action*

REMARKS:

Request the City Council authorize the City Manager to execute the Parking Management Services Contract with an effective date of April 1, 2020.

ATTACHMENTS:

Description	Type	Upload Date
Parking Management Services Committee Recommendation	Cover Memo	3/5/2020
Contract for Parking Services	Cover Memo	3/5/2020

CITY OF BEAUFORT - INTERNAL MEMORANDUM

TO: WILLIAM PROKOP

FROM: JAY PHILLIPS

SUBJECT: RFP 2020 – 107 PARKING AND ENFORCEMENT SERVICES

DATE: 3/5/2020

CC: LINDA ROPER, KATHY TODD, MATT CLANCY

The City issued a Request for Proposal, RFP 2020-107 Parking Management and Enforcement Services on December 12, 2019. The RFP was posted on the City's website, Vendor Registry, was advertised in the Island News and the State of South Carolina (SCBO) procurement website.

The City received (4) sealed proposals by the submittal date of January 14, 2020. The proposals were publicly opened on January 14, 2020 at 2:01pm in the Finance Dept. Executive Conference Room #2 and results were publicly read in accordance with the RFP notice.

COSTS OF SERVICES: YEAR 1	
SP PLUS	$270,978
LAZ PARKING	$277,410
EP EXECUTIVE PARKING	$277,216
REPUBLIC PARKING	$298,137

On January 23, 2020 the selection committee discussed and evaluated the proposals. LAZ Parking and SP PLUS were selected for on-site presentations which were made on February 5, 2020. Following the discussion and evaluation of the presentations, the committee recommends SP PLUS. They bid the lowest costs, they provided a clearer explanation of the costs and they have been a good partner for several years with a record of increasing revenues.

MUNICIPAL PARKING MANAGEMENT AGREEMENT

This MUNICIPAL PARKING MANAGEMENT AGREEMENT (this "**Agreement**") agreement made and entered into this **_____ day of March, 2020** by and between the **City of Beaufort, South Carolina** (hereinafter called the "**City**") and SP+ Municipal Service**s**, a Delaware corporation (hereinafter called the "**Operator**").

WITNESSETH

THAT, WHEREAS, the City presently owns or controls as parking system with approximately 576 [parking spaces (including on-street spaces and off-street parking lots) and has the authority to contract for the management of said parking system; and

WHEREAS, On December 12, 2019, City issued RFP 2020-107 Parking Management and Enforcement Services (the "RFP"); and

WHEREAS, Operator is and experienced operator and manager of municipal parking facilities and on-street parking meters; and

WHEREAS, on January 14, 2020, Operator tendered its proposal (the "Proposal") to the City in response to the RFP;

WHEREAS, City and Operator desire to enter into an agreement whereby Operator will manage the City's parking system upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **INCORPORATION BY REFERENCE.** The forgoing Recitals are incorporated herein by reference as fully as if set forth herein verbatim. Unless specifically modified by this Agreement, all terms and conditions of the RFP and the Proposal are incorporated herein by reference as fully as if set forth herein verbatim. Any inconsistency between the RFP, the Proposal and this Agreement shall be resolved in favor of the agreement first, followed by the RFP and then the Proposal.

2. **PREMISES.** City hereby grants to Operator and Operator hereby accepts the exclusive right and obligation of administering, managing and operating the City's parking operations with respect to the parking facilities and metered spaces identified in Exhibit A attached hereto and incorporated herein by reference (the "**Premises").**

3. **TERM.** The initial term of this Agreement shall be for sixty (60) months commencing on April 1, 2020 (the "**Commencement Date**") and continuing through and including March 31, 2023 (the "**Initial Term")**, unless terminated earlier as provided in this agreement. The term "**Year"** shall mean the twelve (12) consecutive months beginning with the Commencement Date and each twelve-month period thereafter.

4. **<u>OPERATORS OBLIGATIONS AND SERVICES; OPERATING EXPENSES.</u>** Operator hereby covenants and agrees that it will:

(a) Supervise and direct parking operations at the Premises pursuant to the requirements of the RFP including but not limited to meter enforcement, citation management, parking permit management, and parking services) and render the usual and customary services incidental thereto. Such operations shall include management of parking lots (Pay stations), meter collections, meter enforcement, parking lot enforcement.

(b) Routinely maintain the parking equipment in good operating condition and repair.

(c) Employ sufficient experienced and qualified personnel to operate the premised who will be courteous to the public and render the services required by this Agreement.

(d) Promote, advertise and endeavor to increase the volume, efficiency and quality of Operator's services rendered hereunder.

(e) Annually during the term, on or before **April 30** each year, Operator shall prepare and deliver to City a budget, for the City's reasonable approval, reflecting the Net Revenues and Operating Expenses (defined below) which Operator expects to received and incur, respectively, during City's forthcoming fiscal year (the "**Budget**"), it being agreed that if the City for any reason does not respond to any proposed budget within 30 days after City's receipt thereof, said Budget shall be deemed approved. If at any time during the period covered by any approved budget it appears to Operator that the actual total of all Operating Expenses likely to be incurred during said period will exceed the Budget's projected total by more than ten percent (10%) Operator shall so advise City, and City and Operator shall jointly discuss what actions, if any, could be taken to minimize the Operating Expenses without substantially impairing the operation of the Premises.

In accordance with the provisions of Section 5 below, City shall Pay Operator for the expenses incurred by Operator in the performance of its duties, obligations and services pursuant to this Agreement (collectively, "**Operating Expenses**"). Operating Expenses shall include, without limitation, all costs, charges and administrative expenses for; salaries and wages and associated payroll burden (including without limitation, payroll taxes and fringe benefits); licenses and permits; first month's change funds/petty cash advanced by Operator (where applicable); compliance with governmental laws, regulations and payment card industry standards; uniforms, supplies, tools and cleaning; maintenance and repair to be performed by Operator; any applicable sales, parking, use, excise, Net Revenues or other tax or charge due the taxing authorities (collectively "**Sales Tax**"); telephone; utilities (except to the extent paid directly by the City); bookkeeping and administrative services; automobile allowances; employee recruitment, training and ongoing employment relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, worker's compensations insurance, automobile insurance (where applicable), general liability insurance and comprehensive crime insurance coverage at rates established by Operator (but in no event to exceed the rates contained in the approved budget); and deductibles established by Operator for insured losses attributable to the Premises (plus attorney's fees and court costs to defend City and/or

Operator in actions brought to recover damages for such losses). Operating Expenses shall also include any expenses not listed above that are approved by City prior to expenditure.

Other Expenses shall not include (i) the costs of maintenance and repair of the Premises required of City hereunder, or (ii) City's various costs associated with its ownership and/or occupancy of the Premises, including without limitation depreciation, building insurance, real estate taxes and assessments, taxes on City's personal property, debt retirement (including without limitation mortgage interest), rent and such costs and expenses as may be necessitated to comply with the Americans With Disabilities Act of 1990. Payment of such expenses and costs is the sole obligation of the City.

If City Disputes and Operating Expense, City shall give Operator written notice specifying the item disputed and the reason therefor. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

5. BANKING PROCEDURES. All Net Revenues (defined below) shall be deposited in a federally insured bank account maintained by Operator. Each month, to the extent Net Revenues are sufficient, Operator will pay incurred Operating Expenses from the prior month out of Net Revenues. All Net Profit (defined below), less deductions for the Management Fee (defined in Section 6 below), shall then be paid to City concurrently with the delivery of the monthly statement required in section 10 below. If Net Revenues are not sufficient to cover some of all of the Operating Expenses or Management Fee, the procedures in Section 8 will prevail.

"**Net Revenues**" shall mean all cash earned and collected by Operator for the parking and storage of motor vehicles at the Premises, whether on hourly, daily, weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers.

Operator shall be responsible for payment directly to the tax collector of Sales Tax (if any) based on Net Revenues collected by Operator. City shall be responsible for payment directly to the tax collector of the Sales Tax (if any) on any cash collected by City or its agents. In addition, each party hereto agrees to defend, indemnify and hold harmless the other party hereto, with respect to any loss, costs (including attorney fees), penalties, and other liability whatsoever arising out of any breach of the respective Sales Tax payment obligations set forth herein.

"**Net Profit**" is the balance remaining after deducting all Operating Expenses from Net Revenues.

6. <u>MANAGEMENT FEE.</u> As compensation for Operator's services hereunder, City shall pay Operator a management fee as follows (collectively, the **"Management Fee"):**

(a) A percentage management fee (the **"Percentage Fee"**) equal to 3.99% of Net Revenues, and an incentive fee (the "**Incentive Fee**") equal to 7.0 % of Net Profit improvement in excess of Fiscal year 2019 Net Revenues (661,788.87).

OR

(b) For any partial Year during this agreement, the Threshold shall be reduced to the amount calculated by (i) dividing the Threshold by 265 days, and the (ii)

multiplying the quotient so determined by the actual number of days the Agreement was in effect such Year.

7. CONDITION AND USE OF THE PREMISES AND EQUIPMENT.

(a) City warrants and represents that, as of the Commencement Date and throughout the term hereof, the Premises are and shall, at City's expense, be kept in good condition and repair for use as a parking facility and be constructed and fixtured to comply with all laws, regulations, ordinances, codes and industry standards now in effect or which become effective during the term hereof including, without limitation, the Americans With Disabilities Act of 1990 and similar laws.

(b) City warrants and covenants that it has obtained or will obtain all licenses and permits (excepting Operator's governmental parking licenses and/or police permits) which are or may be a prerequisite to Operator's performance of its duties hereunder.

8. REIMBURSEMENT OF DEFICITS. Operating Expenses will be reimbursed to Operator out of Net Revenues on a monthly basis, as stated in Section 5 above. In the event Net Revenues during any month are exceeded by the total of Operating Expenses and the Management Fee, resulting in a deficit, Owner agrees to pay Operator the deficit within ten (10) days after receipt of Operator's monthly statement required in Section 10 below. If payment is not made by owner to Operators within said ten (10) day period, Operator shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance form the date such payment became due and payable; (ii) offset the amount of the deficit (plus accrued interest) by deduction thereof from any Net Profit due or to become due to Owner; and (iii) at its option, terminate this Agreement upon written notice, without waiving or limiting any of its legal remedies (including the right recover attorney's fees and nay other expenses incurred) which Operator may pursue to collect the amount owed.

9. OPERATOR'S INSURANCE COVERAGES.

(a) Operator shall carry and maintain, as an Operating Expense, the following insurance coverages:

(1) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of South Carolina.

(2) Employer's liability insurance on all employees for the Premises not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than $1,000,000 for any one occurrence, or whatever is necessary to satisfy the requirements of the umbrella liability insurance specified in Subsection (a)(7) below.

(3) Garage liability or commercial general liability insurance on an occurrence form basis with limits of not less than $2,000,000 per occurrence with an annual aggregate limit of $2,000,000 per location.

(4) Automobile liability insurance covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than $2,000,000 per occurrence.

(5) Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of not less than $1,000,000.

(6) Umbrella liability insurance with an aggregate limit of not less than $10,000,000.

(b) The liability policies affording the coverages described in Subsections (a)(3), (a)(4) and (a)(6) above shall be endorsed to cover City and its employees, agents, directors and officers as additional insureds.

(c) Operator shall deliver certificates of insurance to City and renewal policies shall be obtained, and certificates delivered to City prior to expiration. Operator shall endeavor to mail Thirty (30) days' prior written notice to certificate holder should any of the policies be cancelled prior to expiration date. Notwithstanding anything in this Agreement to he contrary, Operator's right to collect its insurance charges for any given period is subject only to verification that the required insurance coverage was in effect for that period as evidenced by a duly issued certificate of insurance.

10. MONTHLY REPORTING. Within fifteen (15) days after the end of each month, Operator shall mail to City a statement showing all Net Revenues, Operating Expenses, the Management Fee, and the total amount of any deficit (if any) due and payable by City to Operator pursuant to Section 8 of this Agreement for the preceding month.

Operator shall keep complete and accurate reports and records (collectively, the **"Records"**) of Net Revenues and Operating Expenses relating to the Premises. Such Records shall be kept in accordance with good accounting practices. Operator shall permit City to inspect Operator's records at Operator's offices during reasonable business hours and at City's expense. Expressly excluded for the Records available for inspection are any Records or portion thereof containing sensitive credit card data or proprietary or confidential information.

Within five (5) days after the end of each month, City shall send Operator a report of all Discounted Funds(as defined in Section 5 above) and all Net Revenues collected by City for preceding month.

11. INTELLECTUAL PROPERTY. Operator hereby grants to City, during the term of this agreement only, a non-assignable, non-exclusive right and license to use Operator's intellectual property, including but not limited to trade names, trademarks and any and all on-site parking amenities programs

(the **"Intellectual Property"**), to the extent related to Operator's administration, management and operation of the Premises. Upon termination of this Agreement for any reason, Operator shall have the right, at its sole cost and expense, to remove the Intellectual Property from the Premises, and City shall refrain from all further use of the Intellectual Property.

12. **CITY'S OBLIGATIONS.** City shall, at its expense, be responsible for performance of the following:

(a) Except for equipment maintenance duties expressly delegated to Operator pursuant to Section 4 above, all repair and maintenance of the Premises as deemed necessary and prudent in the sole discretion of the City, including (as applicable): utility, plumbing, sewage, drainage, security and lighting systems; paving; painting; directional signs, fencing, parking booths; landscaping; driveways, sidewalks and curbs (including curb cuts); sealing and waterproofing; electrical or mechanical equipment, including traffic control devices used at or in the Premises; and all structural repairs. Operator acknowledges that, pursuant to section III (10) pf the RFP, Operator is responsible for painting the numbers and striping every other year for the parking lot of the Downtown Marina.

(b) Alterations, improvements and additions that City deems necessary and/or as may be required by the Americans With Disabilities Act of 1990, and payment of architectural, engineering or consulting fees with respect thereto.

(c) All installation, removal, replacement or modification of signage at the Premises as may be required by law or desired by City in order to adhere to the Manual on Uniform Traffic Control Devices (the **"MUTCD"**) or similar standards.

(d) Safety and/or security personnel and equipment.

With respect to Subsection (d) above, City expressly acknowledges that Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, not do Operator's employees undertake the obligation to guard or protect customers against the intentional acts of a third parties. City shall determine, at City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the premises. City agrees that Operator shall not be liable for claims, demand suits, liabilities, or judgements arising from Operator's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Operator or Operator's employees.

City agrees that any contract between City and a third party contractor for work on behalf of the City at the Premises shall require (i) the third party contractor to indemnify, save and hold City and Operator harmless from and against and free and clear of all claims, suits, actions, and damages which may arise, occur or result from work performed by said third party contractor, and (ii) to require the third party contractor to name City and Operator as additional insureds on the third party contractor's policy of insurance and furnish City and Operator with a certificate of insurance evidencing such coverage.

14. INDEMNIFICATION. Operator shall defend, indemnify and hold harmless City from and against any and all costs, expenses, losses, liability, claims, judgements and demands (collectively **"Losses"**) caused by Operator's breach of this Agreement or caused by the failure of the City to comply with its obligations hereunder or by reason of the negligence of the City, its agents, employees or third parties.

15. CITY'S INSURANCE. City shall, at its expense, provide and maintain fire and extended coverage, vandalism and malicious mischief, and all-risk insurance coverages for buildings, improvements and any other real or personal property of City located on the Premises in an amount equal to the full replacement cost thereof.

16. RELEASE AND WAIVER OF SUBROGATION. In the event all or part of the Premises (including any buildings, improvements or other real or personal property thereon) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting therefrom, including loss, destruction or damage suffered as a result of negligence of either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent or the actual insurance coverage carried by the parties or which is commonly covered under an all-risk insurance policy, in either case irrespective or applicable deductibles. All such insurance policies shall contain a clause or endorsement providing that the insurance shall not be prejudiced if the insured has waived its rights of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

17. LICENSES AND PERMITS. Operator shall obtain and maintain all licenses and permits required by an operator of parking facilities by any governmental body or agency having jurisdiction over Operator's operations at the Premises and will abide by the terms of such licenses and permits. Any license or permit fees incurred by Operator shall be deemed an Operating Expense.

18. LAWS AND ORDINANCES. Operator shall not use all or any part of the Premises for any use or purpose which is (i) forbidden by or in violation of any law of the United States, any state law or ordinance, or (ii) may be dangerous to life, limb or property.

19. LOSS OR DAMAGE TO PREMISES. In case of any substantial loss of or damage to the Premises as the result of taking under power of eminent domain, or by fire, storm or other casualty, City may (i) repair or restore the Premises at City's expense, or (ii) abandon the operations and terminate this Agreement by giving at least ten (10) day's prior written notice to Operator. If City so terminates, City shall not be liable to Operator for Management Fees arising after the date of taking or casualty; provided however, if any portion of the Premises remains suitable for parking and Operator, with City's prior written approval, continues its operations, Operator shall be entitled to receive its Management Fees for the period during which such operations are continued. If City repairs and restores the Premises, no Management Fees shall be due for the period the Premises are unsuitable for the ordinary conduct of parking business, and Operator shall not be required to provide services hereunder, but this Agreement shall continue in effect and the term shall be extended for a period equal to the period needed for repair and restoration.

20. **RELATIONSHIP OF THE PARTIES.** No partnership or joint venture between the parties is created by this Agreement, it being agreed that the Operator is an independent contractor.

21. **FORCE MAJEURE.** Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No Management Fees shall be due to Operator if it suspends operations for any such cause or event for the period of such suspension.

22. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

23. **APPROVALS.** Whenever the approval of either party is required herein, such approval shall not be unreasonably withheld or delayed.

24. **WAIVERS.** No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operated as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

25. **SEVERABILITY.** If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision thereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Agreement.

26. **ASSIGNMENT.** Operator shall not assign or transfer the Agreement or its right, title or interest herein without the prior written consent of the City, which consent shall not be unreasonably withheld. Operator is hereby given the right to assign this Agreement to an affiliate or Operator or to a corporation substantially all of the stock of which is owned by Operator and/or present or future loans to Operator.

27. **NOTICES.** Any notice or communication required to be given to or served upon wither party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO CITY: **City of Beaufort, SC**
Attn: Kathy Todd
19119 Boundary Street
Beaufort, SC 29902

TO OPERATOR: **SP Plus Corporation**
Attn: Legal Department
507 Mainstream Drive
Nashville, TN 37228

with copy to: **SP Plus Corporation**
Attn: Robert Kamer, Vice President
3340 Peachtree Road NE
Suite 675
Atlanta, GA 30326

Either part may designate a substitute address at any time hereafter by written notice thereof to the other party.

28. ENTIRE AGREEMENT. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in the Agreement. This Agreement may be amended only by written agreement of the parties.

29. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

30. NEITHER PARTY DEENED DRAFTER. The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting thereof.

31. ATTORNEY FEES. In the event that either party hereto should (i) retain legal counsel and/or institute any suit against the other for violation of this Agreement or to enforce any of the covenants or conditions herein, or (ii) intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees f its attorney(s) in connection therewith. The rights and obligations of this section shall survive the termination or expiration of the Agreement.

32. AUTHORITY. The individual signing this agreement on behalf of City hereby represents that he or she has been empowered with full authority to act on behalf of City in connection with this agreement, and that execution of this agreement has been duly authorized by City. If this Agreement is signed by an agent of City, then the individual signing below on behalf of City's agent hereby represents that he or she has been empowered with full authority to act on behalf of said agent in connection with this Agreement, and that execution of this Agreement has been duly authorized by aid agent and by City. The individual signing this Agreement on behalf of Operator hereby represents that he or she has been empowered with full authority to act on behalf of Operator in connection with this agreement and that execution of the Agreement has been duly authorized by Operator.

33. COUNTERPARTS AND DELIVER OF SIGNATURES. This Agreement may be executed in any number of separate counterparts, each of which shall together be deemed an original, but the several counterparts shall together constitute but one and the same Agreement. A facsimile, portable document format (pdf) file or other reproduction of this Agreement (or the signature page of this Agreement) may be execute by one or more parties hereto, and an executed copy of this Agreement (or the signature page of this Agreement) may be delivered by one or both parties by facsimile or by electronic mail in a pdf file or by similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective

for all purposes. At the written request of either parity, the parties agree to execute an original of this Agreement with original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY:	OPERATOR:
City of Beaufort, SC	**SP Plus Corporation**
By: _____	By: _____
Name:_____	Name: _____
Title:_____	Title:_____

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	3/3/2020
FROM:	City of Beaufort		
AGENDA ITEM TITLE:	Resolution Adopting the Community Development Block Grant (CDBG) Priority Needs		
MEETING DATE:	3/10/2020		
DEPARTMENT:	City Clerk		

BACKGROUND INFORMATION:

The City Manager wanted to discuss the city's capital improvement priorities which may qualify for CDBG grants at the February 25, 2020 Worksession.
The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI). The CDBG Community Development Program Opportunities chart describes the program categories, types of projects, funds available, and deadlines. Projects from across the state compete for funding. Citizens may make suggestions to the locality to be considered in the planning process. Early each year, a Needs Assessment Public Hearing is held in each locality to determine the needs of the community. (See Attachment - 2020 CDBG Program Opportunities FH)
The three overarching goals of the CDBG program are to provide decent housing, economic opportunities and a suitable living environment. Within the context of these goals, each project must also meet one of three outcomes identified by HUD: affordability, accessibility, or sustainability.

Each activity must address at least one of the three National Objectives of the CDBG program: (1) benefit low and moderate income ("LMI") persons, (2) aid in the prevention or elimination of slums and blight, and (3) meet other urgent community needs posing a serious threat to the health or welfare of the community, where other financial resources are not available to meet such needs. The South Carolina CDBG Program has been designed to give maximum priority to activities that will benefit LMI persons. As required by Title I, the State of South Carolina is certifying to HUD that at least 70 percent of the total CDBG funds received by the State during the three year period from 2020 through 2022 will be used to provide benefits to persons from LMI families. (See Attachment - 2020-CDBG-Program-Description-Draft)

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Backup Material	3/3/2020
Letter	Backup Material	3/3/2020

RESOLUTION

RESOLUTION ADOPTING PRIORITY COMMUNITY DEVELOPMENT NEEDS

WHEREAS, a public hearing regarding the City's priority community development needs was held at the February 11, 2020 City Council meeting; and

WHEREAS, this public hearing was advertised in the January 31, 2020 edition of The Beaufort Gazette; and,

WHEREAS, the City Council discussed he City's priority community development needs at their Worksession on February 25, 20202; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of Beaufort, South Carolina that the City's priority community development needs for 2020 are as follows:

1. Drainage improvements in low-and-moderate income neighborhoods as identified in our capital improvement plan.

2. Housing programs--housing repair for low-and-moderate income homeowners and for rental units occupied by low-and-moderate income renters; programs to promote new affordable rental housing; programs and policies to promote homeownership for low- and moderate-income households; and incentives to promote affordable infill housing.

3. Funding for public facilities, transportation, and services; other activities that strengthen existing community quality of life (parking garage, event center, education and workforce development, public health and safety).

4. Streetscape improvements in low-and-moderate income neighborhoods, to include Duke III Streetscape (Bladen Street to Ribaut Road), Lafayette, and Calhoun streets.

5. Improvements to public recreation facilities that benefit low-and-moderate income persons.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 10th day of March 2020.

_____

BILLY KEYSERLING, MAYOR

ATTEST:

_____

IVETTE BURGESS, CITY CLERK

CITY OF BEAUFORT
Community and Economic Development Department
1911 BOUNDARY STREET
BEAUFORT, SC 29902
(843) 525-7011
FAX (843) 986-5606

WILLIAM PROKOP
City Manager

DAVID PRICHARD
Community & Economic
Director

Lowcountry Council of Governments
Attn: Community & Economic Development
P.O. Box 98
634 Campground Road
Yemassee, SC 29945

SUBJECT: 2020 CDBG PRIORITY NEEDS
Approved 2-25-2020

1. Drainage improvements in low-and-moderate income neighborhoods as identified in our capital improvement plan.

2. Housing programs--housing repair for low-and-moderate income homeowners and for rental units occupied by low-and-moderate income renters; programs to promote new affordable rental housing; programs and policies to promote homeownership for low- and moderate income households; and incentives to promote affordable infill housing.

3. Funding for public facilities, transportation, and services; other activities that strengthen existing community quality of life (parking garage, event center, education and workforce development, public health and safety).

4. Streetscape improvements in low-and-moderate income neighborhoods, to include Duke III Streetscape (Bladen Street to Ribaut Road), Lafayette, and Calhoun streets.

5. Improvements to public recreation facilities that benefit low-and-moderate income persons.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Beaufort County Historical Society (BCHS), the City of Beaufort, Clover Club and Friends of the Beaufort Library (FoL):

WHEREAS, BCHS has proposed, and the City of Beaufort, the Clover Club, and the FoL have agreed, to erect a historical marker at the site of the Carnegie Library located at 701 Craven Street; and,

WHEREAS, all parties agree that BCHS will submit an application to erect this marker to the South Carolina Department of Archives and History (SCDA&H) as a means for sharing and promoting correct historical information; and,

WHEREAS, all parties have expressed an interest in establishing a partnership to finance both the application and the manufacture of the Carnegie Library historical marker;

NOW THEREFORE, all four parties agree to share the expenses of the historical marker as designated by the SC Departments of Archives and History (SCDA&H). The estimated costs for the application fee ($250), the manufacture of the marker ($2090), and any miscellaneous expenses are to be divided and shared equally, with each organization paying $600. All partners must pay their portion to BCHS prior to BCHS submitting the application to SCDA&H. Each partner will have an opportunity to review the copy from the SCDA&H and will have its name on the signage, though possibly abbreviated. Installation shall be completed by BCHS in a space designated by the SC Department of Transportation to be safe and visually unimpeded.

_____ date_____
Beaufort County Historical Society

_____date_____
City of Beaufort

_____date_____
Clover Club

_____date_____
Friends of Beaufort Library

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	3/6/2020
FROM:	William Prokop, City Manager		
AGENDA ITEM TITLE:	Ordinance authorizing the City Manager to execute any and all necessary and appropriate documents for the purchase by the City of the property at 2153 Boundary Street - 1st Reading		
MEETING DATE:	3/10/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Cover Memo	3/6/2020

ORDINANCE

Authorizing the City Manager to execute any and all necessary and appropriate documents for the purchase by the City of the property at 2153 Boundary Street

WHEREAS, Coastal States Bank (the Bank) is the owner of the property located at 2153 Boundary Street (the Property); and,

WHEREAS, it is anticipated that the Property will be necessary for the future extension and completion of the parallel road of First Street; and,

WHEREAS, the City has agreed with the Bank to purchase the Property for the sum of $200,000; and,

WHEREAS, the City has agreed to be responsible for the cost of demolition and removal of the building located on the Property; and,

WHEREAS, City Council believes that it is in the best interest of the City and its citizens for the City to purchase and secure this property for this important projected future use; and,

WHEREAS, an Ordinance is required for the purchase of property by the City:

NOW THEREFORE, be it ordained by the Beaufort City Council, in Council duly assembled, and by the authority of the same, that the City Manager shall be authorized to execute such documents as may be necessary and appropriate for the purchase by the City of the property located at 2153 Boundary Street for the sum of $200,000.

This Ordinance shall be effective upon adoption.

_____
BILLY KEYSERLING, MAYOR

Attest:

_____
IVETTE BURGESS CITY CLERK

1st Reading _____
2nd Reading & Adoption _____
Reviewed by: _____
WILLIAM B. HARVEY, III, CITY ATTORNEY

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	3/9/2020
FROM:	Fire Chief, Reece Bertholf		
AGENDA ITEM TITLE:	Ordinance amending Part 7 and adding a new Chapter 17, Development Impact Fees for Fire Service - 1st Reading		
MEETING DATE:	3/10/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	3/9/2020

STATE OF SOUTH CAROLINA
CITY OF BEAUFORT

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF BEAUFORT, PART 7, SO AS TO ADD A NEW CHAPTER TO BE NUMBERED CHAPTER 17, DEVELOPMENT IMPACT FEES FOR FIRE SERVICE. 7-17001 THROUGH 7-170__; PROVIDING FOR THE ADOPTION OF DEVELOPMENT IMPACT FEES FOR THE CITY OF BEAUFORT; PROVIDING FOR THE ADMINISTRATION AND ENFORCEMENT THEREOF; AND OTHER MATTERS RELATED THERETO

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BEAUFORT:

SECTION I. The Code of Ordinances for the City of Beaufort Part 7; is hereby amended by adding a chapter, to be numbered Chapter 17, Development Impact Fees for Fire Service; which division shall read as follows:

CHAPTER 17, DEVELOPMENT IMPACT FEES FOR FIRE SERVICES

Title

This ordinance shall be referred to as the "Development Impact Fee Ordinance for Fire Service, City of Beaufort South Carolina."

Authority

This ordinance is adopted pursuant to and in compliance with the authority of the South Carolina Development Impact Fee Act, Code of Laws of South Carolina, Title 6, Article 9, Chapter 1 (the "Act"), and is to be interpreted in accordance with such Act , or as it may be amended in the future.

Findings

The City of Beaufort Council hereby declares that:

(a) Fire protection, municipal fire department facilities and fire department equipment are vital and necessary to the health, safety, welfare, and prosperity of the city and its citizens. Substantial growth and new construction are taking place within the municipality and is anticipated to continue. This growth creates substantial need for new infrastructure capacity and maintenance. Meeting these needs is very costly; however, failure to do so will result in an inadequate system of facilities and equipment to accommodate anticipated demand. This would make the City of Beaufort a less desirable place to live and do business and be detrimental to the health, safety, welfare, and prosperity of the city and its citizens.

(b) To the extent that future growth and new construction in the city places demands on fire protection which should be met by shifting a portion of the capital costs for providing new capacity and maintaining exiting capital to serve new development, which creates, in whole or in part, these demands and needs.

(c) By Joint Resolutions adopted on November 13, 2018, and November 14, 2018, the City of Beaufort and Town of Port Royal Councils directed the Metropolitan Planning Commission to conduct the necessary studies and a recommended development impact fee ordinance in accordance with the requirements of the Act.

(d) The Metropolitan Planning Commission recommended a *Developmental Fire Impact Fee Study Report for Beaufort/Port Royal Fire Department* dated 8/15/2019, a *Beaufort/Port Royal Capital Improvements Plan* with projects eligible for impact fee funding dated November 2018, which have been adopted by the City Council, as modified.

(e) This ordinance is enacted to implement the findings and recommendations of the *Development Fire Impact Fee Study Report for Beaufort/Port Royal Fire Department* and endorse the list of capital projects eligible for impact fee funding in the *Beaufort/Port Royal Fire Department Capital Improvement Plan*.

(f) The impact fees prescribed in this ordinance are equitable, do not impose an unfair or disproportionate burden on developers and new construction, and are in the best interests of the general welfare of City of Beaufort and its citizens.

(g) New facilities or equipment eligible for development impact fee funding will benefit all new development or redevelopment in city limits. Therefore, it is appropriate to treat the entire city as one service area for calculating, collecting, and spending development impact fees.

(h) This ordinance provides the procedures for timely processing of applications for determination of appropriate development impact fees applicable to all development inside city limits subject to the impact fees, and for the timely processing of applications for individual assessment of development impact fees, credits, or reimbursements allowed or paid.

(i) Property for which a valid building permit has been issued prior to the effective date of this ordinance shall not be subject to new or updated development impact fees.

Definitions

The following definitions apply within this ordinance, consistent with the provisions set forth in the South Carolina Development Impact fee Act, or as it may be amended in the future. Where terms are not defined, the definitions used in the City of Beaufort Code of Ordinances shall apply.

(a) Affordable Housing. Housing that is affordable to families whose incomes do not exceed eighty (80%) percent of the median income for the service zone established for the City of Beaufort.

(b) Building Permit. A permit issued by the city permitting the construction of a building or structure within city limits.

(c) Capital Improvement. Improvements with a useful life of five years or more, by new construction or other action, which increase the service capacity of any public facility.

(d) Capital Improvements Plan (CIP). A multi-year planning tool used to identify capital projects. The Plan also identifies capital improvements for which impact fees may be used as a funding source.

(e) Certificate of Occupancy. A certificate allowing the occupancy or use of a building and certifying that the structure or use has been constructed or will be used in compliance with the City of Beaufort Code of Ordinances and all other applicable regulations.

(f) Credits. Impact fee deductions allowed to a fee payor for eligible off-site capital improvements funded by the fee payor or other allowance.

(g) Developer. An individual, corporation, partnership, or other legal entity undertaking new development.

(h) Development. Construction or installation of a new building or structure, or a change in use of an existing building or structure, any of which creates additional demand and need for public facilities (i.e., parks and recreation, fire protection, municipal facilities and equipment, or transportation). A building or structure shall include, but not be limited to, modular buildings and manufactured housing. Development does not include alterations made to existing single-family homes.

(i) Development Impact Fee. A financial payment made by a developer to a local government for funding certain off-site capital improvements identified to accommodate future growth. Development impact fees (or "impact fees") are collected by the municipality for, fire protection, fire department facilities, and fire department equipment.

(j) Fee Payor. A developer that pays or is required to pay a development impact fee.

(k) Fire Impact Fee. A payment of money imposed as a condition of approval to pay a proportionate share of the cost for improvements and maintenance of the fire protection system identified to serve new development.

(l) Level of service. Means a measure of the relationship between service capacity and service demand for public facilities.

(m) Public Facilities. Public facilities for the purpose of this ordinance shall include fire protection facilities and equipment and/or construction of capital improvements identified in the *Beaufort/Port Royal Fire Department Capital Improvements Plan* and the *Development Impact Fee Study Report for the Beaufort/Port Royal Fire Department.*

(1) Capital equipment and vehicles, with an individual unit purchase price of not less than $100,000 dollars including but not limited to, equipment and vehicles used in the delivery of public safety services or emergency preparedness services.

(n) Square Feet (s.f.). As referred to in Appendix A *Impact Fee Schedule for Fire Protection Facilities and Equipment* of this ordinance, means the sum (in square feet) of the area of each floor level, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (measured 6 foot, 6 inches minimum) regardless of their use. If a ground-level area of a building, or part thereof, within the principal outside faces of the exterior walls is not enclosed, this square footage definition considers it part of the overall square footage for the building. However, unroofed areas and unenclosed roofed-over spaces, except those contained within the principle outside faces of exterior walls, should be excluded from the area measurement. The area of any parking garage within a building shall not be included in the area measurement.

(o) System Improvement. A capital improvement to a public facility which is designed to provide service to a service area.

(p) System Improvement Costs. The costs incurred for construction and reconstruction of system improvements, including design, acquisition, engineering, and other costs attributable to the improvements including the cost of providing additional public facilities needed to serve new growth and development. System improvement costs do not include:

(1) Construction, acquisition, or expansion of public facilities other than capital improvements eligible for impact fee funding that are identified in the *Beaufort/Port Royal Fire Department Capital Improvement plan*;

(2) Repair, operation, or maintenance of existing or new capital improvements;

(3) Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) Upgrading, updating, expanding, or replacing existing capital infrastructure to provide better service to existing development;

(5) Administrative and operating costs of the governmental entity; or

(6) Principal payments and interest or other finance charges on bonds or other indebtedness issued by or on behalf of the governmental entity to finance capital improvements eligible for impact fee funding that are identified in the *Beaufort/Port Royal Fire Department Capital Improvement Plan*.

Supporting Documentation

This ordinance is based upon the conclusions and recommendations presented in the *Beaufort/Port Royal Development Fire Impact Fee Study*, prepared with the provisions set forth in the Act and adopted by joint resolutions from the City of Beaufort and Town of Port Royal councils. These documents are and shall remain on file in the City of Beaufort City Manager's Office and are hereby incorporated into this ordinance by reference.

All developmental impact fees for fire service collected pursuant to this ordinance shall be used to implement any or all of the public facilities deemed eligible for impact fee funding identified in the *Beaufort/Port Royal Fire Department Capital Improvement Plan.*

Jurisdiction

A development impact fee shall apply to all new development or redevelopment located within municipal boundaries.

Application and Exemptions

The provisions of the ordinance shall apply to all new development or redevelopment within municipal boundaries for which a building permit or development approval is required except for the following:

(a) Rebuilding the same amount of floor space of a structure that was destroyed by fire or other natural catastrophe;

(b) Remodeling or repairing a structure with the same land use that does not result in an increase in the number of service units or place new demand on fire protection;

(c) Replacing a residential unit, including a manufactured home, with another residential unit on the same lot, if the number of service units does not change;

(d) Placing a construction trailer or temporary office on a lot during the period of construction on the same lot;

(e) Construction of an addition to a residential structure that does not increase the service units;

(f) Adding uses that are typically accessory to residential uses, such as a tennis court or a clubhouse, unless it is demonstrated clearly that the use creates new consumption of fire services, municipal facilities and equipment, or the transportation system; and

(g) All or part of a particular development project determined to create affordable housing.

Provisions for Affordable Housing

Because all or part of any development project may be exempt from development fire impact fees for affordable housing, the following sets forth the administrative standards for determining what constitutes affordable housing and the procedures for exemption.

(a) Median Household Income

Affordable housing is based upon eighty percent (80%) of the median household income for residents living within the City of Beaufort. Median household income shall be determined once a year utilizing the following procedure:

(1) The most recently available figures from the US Census Bureau American Community Survey will serve as the base year for this evaluation;

(2) Each subsequent year will be adjusted once annually thereafter during January of the calendar year based upon the previous year's published Consumer Price Index (CPI) increase, until the next US Census Bureau data set is published, and this procedure is replicated.

(b) Maximum Expenditure

The maximum expenditure for housing costs shall correspond to the Fannie Mae Foundation Mortgage Calculator multiplier of thirty percent (30%) of gross household income based upon eighty percent (80%) of median household income is:

(1) Multifamily rental dwelling units of which the gross monthly rent cost does not exceed thirty percent (30%) of eighty percent (80%) of the gross median household monthly income.

- maximum monthly rent = MFI X 80% X 30% /12
- $1031.12 max month rent = $51,556 MFI x 80% x 30% / 12
- MFI (Median Family Income) - $51,556 This is an average of the U.S. Census Bureau MFI's published for the City of Beaufort and the Town

of Port Royal.

- 80% - The required MFI reduction as defined by the SC State impact fee law, SC Code Section 6-1-920

- 30% - The US Housing and Urban Development's (HUD) criteria that housing cost should be 30% or less of a household's MFI.

(2) Fee for simple ownership dwelling units of which the cost of homeownership for the dwelling unit do not exceed thirty percent (30%) of eighty percent (80%) of the gross median household monthly income as reflected in the sales price using the Fannie Mae Foundation Mortgage Calculator (or comparable methodology) assuming a 10% down payment and a specified interest rate. The specified interest rate shall be determined by selecting the lowest 30-year fixed mortgage rate reported by area lending institutions as of the first week of January for any given year and shall remain so for the balance of the year.

- maximum monthly principle and interest (MMPI) = MFI X 80% X 30% /12 – expenses

- $631.12 MMPI = $51,556 MFI x 80% x 30% /12 - 400

- A 30-year mortgage at 7% and 10% down payment calculates to a purchase price of $105,400.00 to meet $631.12 MMPI.

  - MMPI – Maximum monthly Principle and Interest Payment

  - MFI (Median Family Income) - $51,556 This is an average of the U.S. Census Bureau MFI's published for the City of Beaufort and the Town of Port Royal

  - 80% - The required MFI reduction as defined by the SC State impact fee law, SC Code Section 6-1-920

  - 30% - The US Housing and Urban Development's (HUD) criteria that housing cost should be 30% or less of a household's MFI.

  - Expenses - $100 per month insurance, $100 per month taxes, $200 per month utilities and upkeep.

(c) Procedures for Exemption from Development Impact Fees

(1) A developer seeking exemption from development fire impact fees for the construction of affordable multifamily rental dwelling units, must provide a Rent Control Agreement, approved by the City of Beaufort Community and Economic Development department, restricting the monthly rental cost of each affordable

housing unit for a period of six (6) years in accordance with the maximum expenditure, prior to issuance of the building permit.

(2) A developer seeking exemption from developmental fire impact fees for the construction of affordable simple ownership dwellings, must provide a letter, approved by the City of Beaufort Community and Economic Development Department, restricting the sale price of the housing unit.

Credit for Redevelopment

(a) Properties with existing structures may receive fire impact fee credit for structures to be redeveloped or replaced.

(1) The permit applicant is responsible to notify the City of Beaufort Community and Economic Development department of the request for fire impact fee credit prior to presenting application for building permit or development permit and provide documentation necessary to properly assess the impact fee potential of the existing structure.

(2) The structure shall be evaluated in the present state to determine the developmental impact fee as if that structure was being constructed at the time of building permit application.

(3) The fee calculated for the existing structure will be credited towards to the developmental fire impact fee calculated for the new development building permit.

(4) Impact fee credit applied for existing structures shall not result in a developmental fire impact fee of less than Zero.

Determination of Fees

(a) <u>General Provisions</u>

(1) The Community and Economic Development department shall determine, assess and collect all development impact fees administered within the city limits.

(2) Upon the effective date of this ordinance, development impact fees shall be charged to new development or redevelopment in accordance with the procedures set forth in this ordinance. Fees to be collected for a development will be determined at the time of application for a building permit. If the development is one that does not require a building permit, the impact fee for the development will be determined at the time of development approval. No building permit or development approval shall be issued for any development requiring the payment of development impact fees until the fees have been assessed by and remitted to the City of Beaufort Community and Economic Development department, or in the case of affordable housing exemptions, the appropriate financial guarantees have been filed with the

Community and Economic Development department. Payment of such fees shall not relieve the developer from obligations to comply with any other applicable city ordinances, regulations, or requirements including, but not limited to, the "Zoning," "Subdivisions," or "Buildings and Building Regulations" Chapters of the City of Beaufort Code of Ordinances prior to receiving a Certificate of Occupancy.

(3) All monies paid by the fee payor pursuant to this ordinance shall be identified as development fire impact fees and promptly deposited in the developmental fire impact fee trust fund described in this ordinance.

(4) For the purpose of calculating development impact fees, the land use types shall be defined in accordance with the definitions contained in the Institute of Transportation Engineers' *Trip Generation Manual*, Ninth Edition.

(5) Payment of development impact fees or independent impact fee calculation reviewed and approved by the City of Beaufort Director of Community and Economic Development, shall constitute full and complete payment of the new development's proportionate share of fire service costs.

(6) A developer may negotiate and contract with the city to provide facilities or services in lieu of payment of development impact fees in accordance with Section 6-1-1050 of the Act.

(b) Fire Protection Impact Fees

(1) Fire Protection Impact Fee Formula

Fire protection impact fees collected within city limits shall be in accordance with one of the following formulas:

a. Residential Development

Residential Fire Impact Fee = (SU) x (CPP)

Where:

SU (Service Unit) = The amount of net new service units generated by the proposed development. The service unit variable is calculated per Service Unit as annotated by each land use category

CPP (COST PER PERSON) = The cost per person for providing fire protection services based on information presented in the *Beaufort/Port Royal Fire Department Development Impact Fee Study*. The cost per person is $305.43.

b. Non-Residential Development

Non-Residential Fire Impact Fee = (#SU) x (ESR) x (CPE)

Where:

SU = The amount of net new service units generated by the proposed development. The service unit variable is calculated per Service Unit as annotated by each land use category.

ESR = Average employee space ratio developed using information published in the Institute of Transportation Engineers *Trip Generation Manual, Ninth Edition* (see Appendix A, Land Use Category)

CPR (Cost per Employee) = The cost per employee for providing fire protection services is based on information presented in the *Beaufort/Port Royal Fire Department Development Impact Fee Study*. The cost per employee is $592.34.

(2) Determining Fire Protection Impact Fees

The amount of fire protection impact fees attributable to a specific development shall be determined through the following process:

a. Verify the use and number of new service units for which the building permit is being sought;

b. For residential development, determine whether any of the proposed residential dwelling units qualify for exemption of fire protection impact fees as "affordable housing" and, if so, the number and type of such units; and

c. For residential uses multiply the number of non-exempt service units for the specified land use category by the cost per person.

d. For Non-residential development, determine the applicable land use type and impact fee per service unit set forth in the Land Use Category Chart Appendix A; and

e. For non-residential uses multiply the number of service units for the specified land use category (see Appendix A) by the employee space ratio, and then multiply the product by the cost per employee.

(3) Independent Fire Protection Impact Fee Calculation

In the event that a fee payor or city staff contend that the land use for which the building permit is being sought is not within those land uses identified in Appendix A, or if the fee payor contends that the Appendix A calculations are not accurate for its intended use, then the City of Beaufort Director of Community and Economic Development, or its designee, shall make a determination as to the most comparable land use category to assume for calculating fire protection impact fees. If the fee payor disagrees with the determination of the City of Beaufort Director of Community and Economic Development, or if the city otherwise deems it appropriate, an independent impact fee calculation may be performed to quantify the fair share of system improvement costs attributable to the development. Preparation of an independent impact fee calculation will immediately halt the building permit application process until such time that the necessary calculation is deemed complete by the City of Beaufort Director of Community and Economic Development. If an independent calculation is requested, it must accompany the building permit application and be prepared in accordance with the following provisions:

a. Independent calculations for the determination of fire protection impact fees must be performed by a certified professional engineer, architect, landscape architect, planner or other duly qualified and licensed professional approved by the City of Beaufort Director of Community and Economic Development.

b. The independent calculation shall be subject to review and approval by the City of Beaufort Director of Community and Economic Development, or its designee. In the event that the City of Beaufort Director of Community and Economic Development elects to contract with a third party to review the independent calculation, the cost of this review shall be borne by the applicant based on the cost of the third-party review, plus a ten percent (10%) administrative fee.

c. The City of Beaufort Director of Community and Economic Development shall either approve or provide in writing the reasons for disapproval of the independent calculation study within thirty (30) days of its submittal for review.

d. Prior to commencing the study, the developer's hired professional and the City of Beaufort Director of Community and Economic Development, or its designee, shall agree upon the relevant factors and values that will be utilized in the independent calculation of impact fee.

e. The independent impact fee calculation shall be based on one of the following formulas:

Residential Development

Residential Fire Impact Fee = (SU) x (CPP)

Where:

SU (Service Unit) = The amount of net new service units generated by the proposed development. The service unit variable is calculated per Service Unit as annotated by each land use category

CPP (COST PER PERSON) = The cost per person for providing fire protection services based on information presented in the *Beaufort/Port Royal Fire Department Development Impact Fee Study.* The cost per person is $305.43.

Non-Residential Development

Non-Residential Fire Impact Fee = (#SU) x (ESR) x (CPE)

Where:

SU = The amount of net new service units generated by the proposed development. The service unit variable is calculated per Service Unit as annotated by each land use category.

ESR = Average employee space ratio developed using information published in the Institute of Transportation Engineers *Trip Generation Manual, Ninth Edition* (see Appendix A, Land Use Category)

CPR (Cost per Employee) = The cost per employee for providing fire protection services is based on information presented in the *Beaufort/Port Royal Fire Department Development Impact Fee Study*. The cost per employee is $592.34.

Impact Fee Trust Funds

Development impact fees collected pursuant to this ordinance shall be kept separate from other revenue of the city. There shall be one trust fund established solely for development fire impact fee funds. All development impact fees collected shall be properly identified by property address noted on the approved building permit and by the

appropriate trust account.

Any funds on deposit not immediately necessary for expenditure shall be maintained in an interest-bearing account prior to expenditure on recommended projects. Interest earned on development impact fees in deposit must be considered revenue to the trust fund account for which income is earned and must be subject to all restrictions placed on the use of development impact fees pursuant to this ordinance.

Limitation on Expenditures of Funds Collected

(a) Eligible System Improvement Costs

Funds from development impact fee trust accounts shall be expended only for the public facilities and system improvements identified as eligible for impact fee funding in the *Beaufort/Port Royal Fire Department Capital Improvement plan*, incorporated herein by reference. No funds shall be used for administrative or operating costs associated with imposing any of the development impact fees. Eligible components of a public fire department facility may include, but are not limited to, the following:

(1) Design and construction plan preparation;

(2) Construction of new facilities, structures, or amenities that provide additional capacity;

(3) Purchase of new equipment (>$100,000 purchase price) that provide additional capacity.

(4) Principal payments, interest and other finance charges on bonds or other indebtedness issued by or on behalf of the city for financing any or all public fire department infrastructure.

(b) Rational Nexus Test

The City Finance Director, or its designee, shall make an annual report to the City Council and publish this report for access by the general citizenry showing where development fire impact fees have been collected and what projects have been funded with these revenues. The Council shall consider this report and whether the fees are being spent for the benefit of new developments within city limits. If the Council determines that this is not the case, then it shall adjust the *Beaufort/Port Royal Fire Department Capital Improvement plan*, and other projected capital expenditures to correct the condition.

(c) Expenditure of Funds

Development impact fee funds shall be expended in the order in which they were collected. The disbursal of such funds shall require approval of the City Council, upon recommendation of the City Manager or its designee.

(d) Reimbursement

Impact fee funds not obligated for expenditure within three (3) years of the date of collection shall be returned, with actual interest earned, to the record owner of the property for which the fees were collected, on a first-in, first-out basis.

Credits / Reimbursements

(a) General Provisions

(1) A developer shall be entitled to a credit against development impact fees assessed pursuant to this ordinance for city-approved monetary or in-kind contributions toward some or all expenditures included in the *Beaufort/Port Royal Fire Department Capital Improvement plan*, that are eligible for impact fee funding.

(2) Development impact fees shall not be imposed on a fee payor or developer who has entered into an agreement with the city for certain contribution, payment, construction, or dedication of land up to the cash value of the specific improvements identified within the agreement. Any difference between total development impact fees due for the development and the cash value of the executed agreement remain eligible for collection pursuant to the rules and requirements of this ordinance.

(3) A fee payor shall be reimbursed for contributions of land or facilities that exceed his proportionate share of the cost of public facilities when such excess contribution is made at the request of the city.

(b) Application for Credit Agreement

(1) The determination of the amount of any credit shall be undertaken through submission of an Application for Credit Agreement, which shall be submitted through the City of Beaufort Community and Economic development, for review by the Director of Community and Economic development, or its designee.

(2) The Application for Credit Agreement shall include the following information:

a. The following documentation must be provided if the proposed application involves a credit for any cash contribution:

1. A certified copy of the development approval in which the contribution

was agreed; and

2. Proof of payment (if already made); or

3. Proposed method of payment (if not already made).

b. The following documentation must be provided if the proposed application involves credit for dedication of land:

1. A drawing and legal description of the land;

2. The appraised fair market value of the land at the date a building permit application is sought for the land use(s), prepared by a professional Real Estate Appraiser who is a member of the member Appraisal Institute (MAL) or who is a member of Senior Residential Appraisers (SRA); and

3. A certified copy of the development permit in which the land was agreed to be dedicated (if applicable).

c. The following documentation must be provided if the proposed application involves credit for construction:

1. The proposed construction documents of the specific construction project prepared and certified by a duly qualified and licensed engineer in the State of South Carolina;

2. The projected costs for the suggested improvements, which shall be based on local information for similar improvements, along with the construction schedule for the completion of said improvements. Such estimated cost shall include construction or reconstruction of the project, the cost of labor and materials, the cost of all lands, property, rights, easements, and franchises acquired, financing charges, interest prior to and during construction and for one (1) year after completion of construction, costs of plans and specifications, surveys of estimates of costs and revenues, costs of professional services, and all of the expenses necessary or incidental to determining the feasibility or practicability of such construction or reconstruction.

(3) Within fourteen (14) days of receipt of the proposed Application for Credit Agreement, the City of Beaufort Director of Community and Economic development, or its designee, shall determine if the application is complete. If it is determined that the proposed agreement is not complete, the City of Beaufort Director of Community and Economic development shall send written notification to the applicant outlining the deficiencies. The City of Beaufort Director of Community and Economic development shall take no further action on the proposed Application for Credit Agreement until all such deficiencies have

been corrected or otherwise settled.

(4) Once the City of Beaufort Director of Community and Economic development determines that the proposed Application for Credit Agreement is complete, it shall be reviewed within thirty (30) days by a committee of designated staff composed of the City Manager, City Finance Director, City Fire Chief, City Building Official, and City Engineer (together known as the Credit Review Committee).

(5) If the Application for Credit Agreement is approved by the Credit Review Committee, a Credit Agreement shall be prepared and signed by the applicant and the City Manager. It shall specifically outline the contribution, payment, construction, or land dedication, the time by which it shall be complete, dedicated, or paid, and any extensions thereof, and the dollar credit the applicant shall receive for the contribution, payment, or construction against development impact fees. The agreement may also include provisions for rescinding the credit and issuing stop work orders if the dedication and/or work and/or construction are not timely accomplished.

(6) A fee payor affected by the decision of the Credit Review Committee regarding credits may appeal such decision pursuant to the Appeal Process as outlined in this ordinance.

Penalties

City Council shall have the following remedies, which may be exercised individually or collectively, for collecting development impact fees. The failure to pursue any remedy at any time shall not be deemed as a waiver of city rights to pursue any remedy at such other time as may be deemed appropriate.

(a) Interest and Penalties. The City may, at its discretion, add to the amount of calculated development impact fees due prior to award of a Certificate of Occupancy, reasonable interest and penalties for non-payment or late payment of required funds. Penalties for unpaid development impact fees shall be administered consistent with City of Beaufort Code of Ordinances.

(b) Withholding Certificate of Occupancy. The City may withhold a Certificate of Occupancy until full and complete payment has been made by the developer of development impact fees due for the development.

(c) Withholding Utility Service. The City may withhold the provision of utility services to a development until the required development impact fees have been paid in full.

(d) Lien. The City may impose a lien on the developer's property for failure of the developer to pay required development impact fees in full.

(e) Other. The City may pursue the collection of the development impact fees, including interest, by way of civil process.

Appeal Process

A developer shall have the following rights for appeal of development impact fees imposed by the city on their development pursuant only to this ordinance:

(a) Administrative Appeal

(1) A developer may file an administrative appeal with the City Manager regarding the payment of development impact fees, independent calculation of impact fees, or credits or reimbursements by filing a written Notice of Appeal. Said Notice shall be filed within thirty (30) days of the decision sought to be appealed. The filing of an appeal will immediately halt the building permit application process, unless the developer posts a bond or submits an irrevocable letter of credit for the full amount of the development impact fees as calculated by the city to be due. All Notices of Appeal shall include a full explanation of the reasons for the appeal, specifying the grounds therefore, and containing any documentation that the developer desires to be considered. The appeal shall contain the name and address of the developer filing the appeal and shall state their capacity to act as a representative or agent if they are not the owner of the property to which impact fees or credits pertain.

(2) Within thirty (30) days following receipt of the written Notice of Appeal, the City Manager will review the Appellant's written report, supporting documentation and departmental staff reports. The thirty (30) day review period may be extended if additional information is needed from the Appellant in order to render a decision. Upon completion of the administrative review, the City Manager will provide a written response to the Appellant constituting a final administrative determination.

(3) Any person desiring to appeal the final administrative determination of the City Manager regarding payment of development impact fees or credits shall file a written Notice of Appeal to the City Council. Said Notice of Appeal to City Council shall be filed with the City Clerk of Council within fifteen (15) days following receipt of the final administrative determination. Receipt shall be construed to have occurred when the final administrative decision is deposited in the United States mail postage prepaid to the person whose name and address is identified in the original Notice of Appeal.

(4) The City Clerk of Council will schedule all impact fee appeals for the first City Council meeting following ten (10) days from receipt of the Written Notice of Appeal to the City Council. Postponements of the City Council appeal date may be granted by the City Manager if they are requested in writing at least ten (10)

days in advance of the scheduled City Council meeting date.

(5) When an Appeal is scheduled for oral presentation before the City Council, the Appellant and city staff shall each be given ten (10) minutes at the oral argument to present the Appeal and to discuss the submitted written record.

(b) Payment Under Protest

A fee payer may pay development impact fees under protest. Payment under protest does not preclude the developer from filing an administrative appeal nor is the fee payer stopped from receiving a refund of an amount considered to have been collected illegally. A fee payor, at his option, may also post a bond or submit an irrevocable letter of credit for the amount of development impact fees due instead of making a cash payment under protest, pending the outcome of an appeal.

(c) Mediation

City Council shall provide for mediation by a qualified independent party, upon voluntary agreement by both the developer and the City, to address a disagreement related to development impact fees calculated by the City. Neither a request for, nor participation in, mediation shall preclude a fee payor from pursuing other developer rights or remedies otherwise available by law.

Refunds

(a) General Provisions

Funds not obligated for expenditure within three (3) years of the date that they are scheduled to be expended in the *Beaufort/Port Royal Fire Department Capital Improvement Plan* shall be refunded to the record owner of property for which the impact fees were paid, with actual interest earned, on a first-in, first-out basis. For the purpose of determining whether fees have been spent or encumbered, the first money placed in a trust fund account shall be deemed to the first money taken out of that account when withdrawals have been made.

(b) Refund Process

The owner of property eligible for a refund of one or more development impact fee payments shall submit to the City of Beaufort Director of Community and Economic Development:

(1) a notarized sworn statement that the person is the current owner of the property for which a refund is due, a certified copy of the latest recorded deed, and a copy of the most recent ad valorem tax bill for the property.

(2) When a right to a refund exists, the city shall send a refund to the current owner of record within ninety (90) days after it is determined by City Council that a refund is due.

(3) All refunds shall include the pro rata portion of the interest earned while on deposit in the specific development impact fee trust account.

(4) A record owner of property for which one or more development impact fee refunds are due has standing to sue for such refund pursuant to Section 6-1-1020(D) of the Act if there has not been a good-faith effort towards a timely payment of a refund pursuant to this section.

Review

(a) City Council shall be responsible for preparing and publishing an annual report describing the amount of development impact fees collected, appropriated, and spent during the preceding fiscal year.

(b) Metropolitan Planning Commission shall be responsible for a holistic review and update of the *Developmental Fire Impact Fee Study for the Beaufort/Port Royal Fire Department*, *The Beaufort/Port Royal Fire Department Capital Improvement Plan*, and the Affordable Housing Analysis in support of both, in the same manner and on the same review cycle as the City of Beaufort Comprehensive Plan.

Termination of Development Impact Fees

Development impact fees for the City of Beaufort shall be terminated within Twenty (20) years after the effective date of this ordinance, or when sufficient fees have been collected to fund all of the projects eligible for development impact fee funding that are identified in the *Beaufort/Port Royal Fire Department Capital Improvement Plan*, whichever shall first occur, unless:

(a) City Council adopts a revised *Developmental Fire Impact Fee Study for the Beaufort/Port Royal Fire Department* or amends *The Beaufort/Port Royal Fire Department Capital Improvement* for a subsequent amount of time; or

(b) City Council adopts and updated *Developmental Fire Impact Fee Study for the Beaufort/Port Royal Fire Department,* pursuant to the substantive and procedural requirements set forth in the South Carolina Development Impact Fee Act, as amended.

Liberal Construction

The provisions of this ordinance shall be liberally construed to effectively carry out its purpose in the interest of further promoting and protecting public health, safety, welfare, and convenience.

SECTION II. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court, such section, subsection, sentence, clause, phrase or portion of this ordinance shall be deemed to be a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of this ordinance nor impair or nullify the remainder of these provisions which shall continue in full force and effect.

If the application of any provision of this ordinance to any new development is declared to be invalid by a decision of any court, the intent of City Council is that such decision shall be limited only to the specific new development expressly involved in the controversy, action, or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair, or nullify this ordinance as a whole or the application of any provision of this ordinance to any other new development.

Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Effective Date. This ordinance shall be effective from and after ----------.

SIGNED AND SEALED:

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BILLY KEYSERLING, MAYOR

ATTEST:

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IVETTE BURGESS, CITY CLERK

Appendix A

Land Use Category	Service Units	Persons per Household	Employee Space Ratio	Cost per Person	Cost per Employee	Impact Fee per Service unit
Residential Uses						
Single Family (Attached or Detached)	d.u.	2.69	—	$305.43	—	$305.43
Mobile Home	d.u.	3.66	—	$305.43	—	$305.43
Multifamily (>2 Dwelling Units)	d.u.	1.25	—	$305.43	—	$305.43
Non-Residential Uses						
Hotel / Motel Uses						
Hotel	room	—	0.57	—	$592.34	$337.64
Business Hotel	room	—	0.1	—	$592.34	$59.23
Motel	room	—	0.71	—	$592.34	$420.56
Recreational Uses						
Golf Course	hole	—	1.74	—	$592.34	$1,030.68
Movie Theater (w/ Matinee)	1,000 s.f.	—	1.1	—	$592.34	$651.58
Institutional Uses						
Elementary School	1,000 s.f.	—	0.98	—	$592.34	$580.50
Middle/Junior High School	1,000 s.f.	—	0.84	—	$592.34	$497.57
High School	1,000 s.f.	—	0.65	—	$592.34	$385.02
Junior/Community College	1,000 s.f.	—	1.77	—	$592.34	$1,048.45
University/College	student	—	0.19	—	$592.34	$112.55
Daycare	1,000 s.f.	—	2.77	—	$592.34	$1,640.79

Library	1,000 s.f.	—	1.07	—	$592.34	$633.81

Medical Uses

Hospital	bed	—	2.88	—	$592.34	$1,705.95
Nursing Home	bed	—	0.84	—	$592.34	$497.57
Clinic	1,000 s.f.	—	3.93	—	$592.34	$2,327.91
Medical/Dental Office	1,000 s.f.	—	4.05	—	$592.34	$2,398.99

Impact Fee Schedule for Fire Protection Facilities and Equipment

Land Use Category	Service Units	Persons per Household	Employee Space Ratio	Cost per Person	Cost per Employee	Impact Fee per Service unit
General Office Uses						
< 50,000 s.f.	1,000 s.f.	—	4.14	—	$592.34	$2,452.30
50,001 – 100,000 s.f.	1,000 s.f.	—	3.72	—	$592.34	$2,203.52
100,001 – 150,000 s.f.	1,000 s.f.	—	3.55	—	$592.34	$2,102.82
150,001 – 200,000 s.f.	1,000 s.f.	—	3.44	—	$592.34	$2,037.66
> 200,001 s.f.	1,000 s.f.	—	3.26	—	$592.34	$1,931.04
Office Park Uses						
< 50,000 s.f.	1,000 s.f.	—	3.7	—	$592.34	$2,191.67
50,001 – 100,000 s.f	1,000 s.f.	—	4.96	—	$592.34	$2,938.03
100,001 s.f. – 150,000 s.f.	1,000 s.f.	—	4.18	—	$592.34	$2,476.00
150,001 – 200,000 s.f.	1,000 s.f.	—	3.82	—	$592.34	$2,262.75
200,001 – 250,000 s.f.	1,000 s.f.	—	3.62	—	$592.34	$2,144.29
250,001 – 300,000 s.f.	1,000 s.f.	—	3.48	—	$592.34	$2,061.36
300,001 – 350,000 s.f.	1,000 s.f.	—	3.38	—	$592.34	$2,002.12
350,001 – 400,000 s.f.	1,000 s.f.	—	3.3	—	$592.34	$1,954.74
> 400,001 s.f.	1,000 s.f.	—	3.17	—	$592.34	$1,877.73
Business Park Uses						
< 100,000 s.f	1,000 s.f.	—	2.44	—	$592.34	$1,445.32
100,001 s.f. – 150,000 s.f.	1,000 s.f.	—	2.79	—	$592.34	$1,652.64
150,001 – 200,000 s.f.	1,000 s.f.	—	2.95	—	$592.34	$1,747.41
200,001 – 250,000 s.f.	1,000 s.f.	—	3.03	—	$592.34	$1,794.80
250,001 – 300,000 s.f.	1,000 s.f.	—	3.09	—	$592.34	$1,830.34

300,001 – 350,000 s.f.	1,000 s.f.	—	3.12	—	$592.34	$1,848.11
350,001 – 400,000 s.f.	1,000 s.f.	—	3.15	—	$592.34	$1,865.88
> 400,001 s.f.	1,000 s.f.	—	3.2	—	$592.34	$1,895.50

Impact Fee Schedule for Fire Protection Facilities and Equipment

Land Use Category	Service Units	Persons per Household	Employee Space Ratio	Cost per Person	Cost per Employee	Impact Fee per Service unit
General Retail Uses						
< 50,000 s.f.	1,000 s.f.	—	2.86	—	$592.34	$1,694.10
50,001 – 100,000 s.f	1,000 s.f.	—	2.5	—	$592.34	$1,480.86
100,001 s.f. – 150,000 s.f.	1,000 s.f.	—	2.22	—	$592.34	$1,315.00
150,001 – 200,000 s.f.	1,000 s.f.	—	2.22	—	$592.34	$1,315.00
200,001 – 300,000 s.f.	1,000 s.f.	—	2.22	—	$592.34	$1,315.00
300,001 – 400,000 s.f.	1,000 s.f.	—	2.22	—	$592.34	$1,315.00
> 400,001 s.f.	1,000 s.f.	—	2.22	—	$592.34	$1,315.00
Specific Retail Uses						
Supermarket	1,000 s.f.	—	1.1	—	$592.34	$651.58
Building Materials/ Lumber Store	1,000 s.f.	—	1.41	—	$592.34	$835.21
Free Standing Discount Store	1,000 s.f.	—	1.98	—	$592.34	$1,172.84
Nursery/Garden Center	1,000 s.f.	—	3.12	—	$592.34	$1,848.11
New Car Sales Center	1,000 s.f.	—	1.53	—	$592.34	$906.29
Tire Store	1,000 s.f.	—	1.21	—	$592.34	$716.74
Furniture Store	1,000 s.f.	—	0.42	—	$592.34	$248.78
Industrial Uses						
General Light Industrial	1,000 s.f.	—	2.31	—	$592.34	$1,368.31
General Heavy Industrial	1,000 s.f.	—	1.83	—	$592.34	$1,083.99
Industrial Park	1,000 s.f.	—	2.04	—	$592.34	$1,208.38
Warehousing	1,000 s.f.	—	0.92	—	$592.34	$544.96
Mini-Warehouse	1,000 s.f.	—	0.04	—	$592.34	$23.69
Specific Service Uses						

Drive-In Bank	1,000 s.f.	—	4.79	—	$592.34	$2,837.33
High-Turnover Sit-Down Restaurant	1,000 s.f.	—	5.64	—	$592.34	$3,340.82
Fast Food w/ Drive Through	1,000 s.f.	—	5	—	$592.34	$2,961.72