Please click the link below to join the webinar:
https://us02web.zoom.us/j/84508035364?pwd=NDh0ZmNtTFJuNTJZUHFmZVhFT3hKdz09
Passcode: 113328 Meeting ID: 845 0803 5364 Phone In #: 1 929 205 6099

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

CITY COUNCIL REGULAR MEETING AGENDA
September 8, 2020

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 - Electronic Meeting - 7:00 PM

Please note, this meeting will be conducted electronically via Zoom and broadcasted via livestream on Facebook. You can view the meeting live via Facebook at the City's page City Beaufort SC.

I. CALL TO ORDER

A. Billy Keyserling, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mike McFee, Mayor Pro Tem

III. PUBLIC COMMENT

IV. PUBLIC HEARING

A. Spanish Moss Trail Depot Road Extension Project

V. OLD BUSINESS

A. FY 2020 General Fund Budget Amendment - 2nd Reading

B. Ordinance amending Part 1, Chapter 9 Article D, Section 1-9031 of the Beaufort Code of Ordinances to remove membership by Santa Elena History Center, and to replace such membership by the representation from Tabernacle Baptist Church - 2nd Reading

C. Ordinance authorizing the City Manager to enter into the Contract of Sale and Option to Purchase attached hereto and to execute such other documents for the Sale of Property in the Commerce Park - 2nd Reading

VI. NEW BUSINESS

A. Street closure request from Downtown Merchants Association for First Friday event Friday, Novermber 6, 2020

B. Annexation and Zoning of Parcels R100 029 000 0482 0000 and R100 029 000 0045 0000 - 2nd Reading

C. Extension of Emergency Ordinance requiring individuals to wear face coverings in certain circumstances and locations in the Municipal Limits of the City of Beaufort, South Carolina through Novermber 1, 2020

D. Approval to extend FY 2020 ATAX Grant through FY 2021

E. Resolution on CDBG Grant Match Commitment regarding Spanish Moss Trail Depot Road Extension Project

F. Resolution authorizing purchase of Fire Truck on Lease

G. Approval to allow changes to Magnus Corporation Purchase Agreement for land in Commerce Park

H. Approval to extend temporary leased spaces for Restaurants until November 1, 2020

I. Approval to extend free parking in the Downtown Marina lot through November 1, 2020.

J. Approval to extend waiver of temporary 9am tour for the Horse Carriage companies through November 1, 2020

K. Appointment to City Boards and Commissions

VII. REPORTS

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

VIII. ADJOURN

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	7/29/2020
FROM:	Kathy Todd		
AGENDA ITEM TITLE:	FY 2020 General Fund Budget Amendment - 2nd Reading		
MEETING DATE:	9/8/2020		
DEPARTMENT:	Finance		

BACKGROUND INFORMATION:

In preparation for the FY 2020 year end close, the following budget amendment requires City Council Approval.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Request that City Council approve the FY 2020 General Fund Budget Amendment, 1st Reading.

ATTACHMENTS:

Description	Type	Upload Date
Support for Budget Amendment	Cover Memo	7/29/2020

1. To record the receipt of funds from the Federal and State Emergency Management Agencies based on the successful appeal related to Hurricane Matthew.

Account	Description	Increase to Revenue Budget
151512-4879	Federal Grant	$ 393,420
151512-4882	State Grant	122,049

2. To record the purchase of property approved through the release of committed fund balance. through Ordinance O-15-19 - Venture Inc.

Account	Description	Increase to Revenue Budget
15000-5277	Capital - Land	$ 471,512

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	7/30/2020
FROM:	Rhonda Carey		
AGENDA ITEM TITLE:	Ordinance amending Part 1, Chapter 9 Article D, Section 1-9031 of the Beaufort Code of Ordinances to remove membership by Santa Elena History Center, and to replace such membership by the representation from Tabernacle Baptist Church - 2nd Reading		
MEETING DATE:	9/8/2020		
DEPARTMENT:	Downtown Operations		

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	7/30/2020

ORDINANCE

To Amend Part 1 Chapter 9 Article D, Section 1-9031 of the Beaufort Code of Ordinances to remove membership by Santa Elena History Center, and to replace such membership by a representative from Tabernacle Baptist Church

WHEREAS, Section 1-9031 of the Code of Ordinances establishes the parameters for the creation and membership of the City of Beaufort Cultural District Advisory Board (CDAB); and,

WHEREAS, the member organizations are required to be geographically located within the City's Cultural District; and,

WHEREAS, one of the seven members is a representative from the Santa Elena History Center; and,

WHEREAS, Santa Elena History Center has recently moved out of the City limits, and is no longer within the City's Cultural District; and,

WHEREAS, as a result of this relocation, the representative from Santa Elena as resigned from the CDAB; and,

WHEREAS, Tabernacle Baptist Church is located within the City Cultural District, and has expressed a willingness to provide a representative to serve on the CDAB; and,

WHEREAS, City Council finds that it is in the best interest of the City to provide for membership on the Cultural District Advisory Board by a representative of Tabernacle Baptist Church, to replace Santa Elena History Center; and,

WHEREAS, it is necessary to amend Section 1-9031 to provide for such change in membership on the CDAB.

THEREFORE, be it ordained by Beaufort City Council, in Council duly assembled, and by authority of the same, that Section 1-9031 of the City Code of Ordinances shall be amended to remove membership on the Cultural District Advisory Board by a representative of Santa Elena History Center, and to replace such membership with a representative of Tabernacle Baptist Church.

This Ordinance shall become effective upon adoption.

_____
BILLY KEYSERLING, MAYOR

(SEAL) 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:**	7/30/2020
FROM:	William Propkop, City Manager		
AGENDA ITEM TITLE:	Ordinance authorizing the City Manager to enter into the Contract of Sale and Option to Purchase attached hereto and to execute such other documents for the Sale of Property in the Commerce Park - 2nd Reading		
MEETING DATE:	9/8/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	7/30/2020
Agreement	Backup Material	7/31/2020

ORDINANCE

An Ordinance Authorizing the City Manager to Enter Into the Contract of Sale and Option to Purchase Attached Hereto and to Execute Such Other Documents for the Sale of Property in the Commerce Park

WHEREAS, the City of Beaufort is the owner of property commonly referred to as the Beaufort Commerce Park; and,

WHEREAS, it is the stated goal of City Council to offer for sale the Commerce Park property to individuals and businesses that will locate to Beaufort, and will employ Beaufort residents in connection with manufacturing businesses located on the property; and,

WHEREAS, the City has been working with The Beaufort County Economic Development Corporation (BCEDC) to assist in marketing the Commerce Park, and locating prospective businesses who may become purchasers of the property; and,

WHEREAS, The BCEDC has located a business generically referred to as Project Garden, willing to purchase 3 acres of Commerce Park property, with an Option to purchase an additional 3 acres, for the purpose of manufacturing, at the sum of $15,000 per acre; and,

WHEREAS, The BCEDC is working with the South Carolina Department of Commerce for the funding of this manufacturing business, which will be publicly announced soon, and which will bring manufacturing and related jobs and economic benefit to Beaufort and the surrounding area; and,

WHEREAS, the City, in conjunction with the BCEDC, has negotiated the Contract attached hereto as Exhibit A, which is signed by Walt Reed on behalf of a business LLC currently being formed; and,

WHEREAS, City Council finds that the consummation of this sale if in the best interest of the City, and its citizens and residents; and,

WHEREAS, an Ordinance is required for the sale of City property.

NOW THEREFORE, be it ordained, by the City Council of Beaufort, South Carolina, in Council duly assembled, and by the authority of the same, that the City

Manager shall be authorized and empowered to execute, on behalf of the City, the Contract of Sale in essentially the form attached hereto as Exhibit A, and to further execute such other documents as may be necessary for the sale by the City of the property set forth therein.

This Ordinance shall become effective upon adoption.

_____
BILLY KEYSERLING, MAYOR

(SEAL) Attest:

_____
IVETTE BURGESS, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

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

STATE OF SOUTH CAROLINA	)	
	)	CONTRACT OF SALE
COUNTY OF BEAUFORT	)	AND
	)	OPTION TO PURCHASE

THIS AGREEMENT has been duly executed by Seller and Purchaser as of the ____ day of _____, 2020 (the "Effective Date"), by and between City of Beaufort, or assigns, (hereinafter referred to as "Seller"*)*, and (TO BE DETERMINED) (hereafter referred to as "Purchaser"*)*.

W I T N E S S E T H:

1. SALE.

In consideration of the mutual covenants and agreements hereinafter set forth, Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, upon the terms and conditions hereinafter set forth, that certain parcel of real property located in the County of Beaufort, State of South Carolina, containing 3.00 acres, and shown as Beaufort County tax map parcel R120-024-0000-0445, Lot 15 in the Beaufort Commerce Park, shown on the survey attached hereto as Exhibit A and made a part hereof, together with all easements, rights-of-way, appurtenances and other rights and benefits belonging to, running with or otherwise related thereto (such real property and appurtenant benefits being referred to herein collectively as the "Property").

2. PURCHASE PRICE. The total purchase price (the "Purchase Price") for the Property shall be Fifteen Thousand ($15,000) Dollars per acre, or a total purchase price of $45,000, payable as follows:

(a) The sum of $1,000.00 shall be paid by Purchaser within three (3) business days after the Effective Date to Escrow Agent (as hereinafter defined) in escrow as Earnest Money and shall be paid to Seller at Closing (as defined in paragraph 7 hereof) by certified check or wire transfer or returned to Purchaser as provided herein. The Earnest Money shall apply to the Purchase Price at Closing.

(b) The remaining portion of the Purchase Price, after any adjustments as provided in this Agreement, shall be paid by certified check or wire transfer at Closing.

3. OPTION to PURCHASE and RIGHT OF FIRST REFUSAL OPTION: As a part of the consideration paid herein, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Purchaser shall have Option to Purchase which must be exercised by the Purchaser by giving written notice of the intention to exercise the Option to Purchase no later than eighteen (18) months (“Option Period”) from the Effective Date of this Agreement, to purchase three (3) additional contiguous acres of property located on Lot 13 of the Beaufort Commerce Park, Beaufort County, as approximately shown as the “Option 3 acres” on the survey attached hereto as Exhibit B, and made a part hereof, for the

additional sum of Fifteen Thousand ($15,000) Dollars per acre. The exact boundaries of said additional 3 acres shall be agreed to in writing between the parties upon the exercise of the option. The parties hereto acknowledge and agree that the Option to Purchase may be exercised at the sole discretion of the Purchaser at any time during the Option Period, and that this Option to Purchase and Right of First Refusal Option may be recorded with the Register of Deeds for Beaufort County, South Carolina. Should the Purchaser, elect not to exercise the Option to Purchase, the Purchaser shall have a Right of First Refusal Option to replace any bona fide offeror, offering to purchase the Option 3 Acres, for the sum of Fifteen Thousand ($15,000) Dollars per acre. The Seller must provide the Purchaser any written offer to purchase and allow the Purchaser herein a period of thirty (30) days in which to elect to exercise said option to purchase. This Right of First Refusal Option shall apply to any offers after the end of the Purchaser's Option Period and no later than five (5) years from the Effective date of this Agreement. During the Right of First Refusal period the purchaser has the option to proceed with purchasing the Option 3 Acres for a sum of Fifteen thousand ($15,000) dollars per acrePurchaser, for itself and any assignee, agrees and stipulates that the Option 3 Acres will be utilized for the stated purpose of manufacturing and/or manufacturing support., and that Purchaser shall apply for permits on the development of the Option 3 Acres within one (1) yearof exercise of the Option or Right of First Refusal and break ground within 1 year of receiving all permits.

4. EARNEST MONEY.

(a) The Purchaser shall deposit $1,000.00 as Earnest Money to be held by Seller's Attorney, Harvey & Battey, P.A., (the "Escrow Agent") in a non-interest- bearing trust account.

5. Upon receipt of a letter from Purchaser indicating that this Agreement has been terminated by Purchaser pursuant to the terms of this Agreement, Escrow Agent shall release the Earnest Money to Purchaser without need for any notice to Seller. Upon Closing, Escrow Agent is authorized to release the Earnest Money to Seller to be applied against the Purchase Price. Except as otherwise expressly provided in this Paragraph 4, Escrow Agent shall make payments and otherwise act only upon written instructions signed by both Purchaser and Seller.

6. REVERSION OPTION OF REPURCHASE and OPTION TO REINSTATE: As part of the consideration herein, Purchaser stipulates and agrees that the development of the Property for its stated purpose of manufacturing shall begin within two (2) years of the Purchaser obtaining final approval of all permits necessary for development of the Property. If Purchaser fails to commence development within this two (2) year period, the City of Beaufort as Seller shall have a Reversion Option to Repurchase to re-purchase the Property for ten thousand ($10,000.00) dollars per acre, which may be exercised by providing the Purchaser thirty (30) days written notice; however, if the Seller gives notice of its intent exercise the Reversion Option to Repurchase, the Purchaser may elect to exercises an Option to Reinstate for a period of thirty (30) days from the Seller's notice and paying the Seller an additional fifteen thousand ($15,000.00) dollars per acre. This Reversion Option of Repurchase and Option to Reinstate shall also likewise apply to the Option 3 Acres if the Purchaser has not commenced development of the Option 3 Acres

within the terms stated in section #3

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. In order to induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties to, and covenants and agrees with, Purchaser as follows, each of which shall be true as of, and shall survive, the Closing:

(a) Absence of Undisclosed Liabilities. Seller has received no notice of, and is not aware of, any liabilities or obligations of any nature whatsoever, whether absolute, accrued, contingent or otherwise that affect the Property. To the best of Seller's knowledge, the Property has never been subjected to, or used for the manufacture, storage, retention, treatment or transportation of toxic or hazardous wastes by Seller or, to the best of Seller's knowledge, any third party.

(b) Litigation. The Seller is not aware of any actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened before any court, agency, governmental authority or arbitrator related to the Property, which could, if successful, have an adverse effect on the condition, use or value of the Property.

(c) Conduct of Seller. Between the Effective Date and the Closing, Seller shall not enter into any contract or commitment or engage in any transaction (i) affecting the Property which will survive the Closing or (ii) affecting any representation or warranty in this Agreement, without the prior written consent of the Purchaser in either case.

(d) Materialmen's Liens. As of the Closing Date, Seller will have fully paid all laborers and materialmen for prior improvements to the Property or the applicable lien period with respect to such work or improvements shall have expired.

8. TOXIC WASTE. Seller represents that it has not deposited and shall not deposit any toxic wastes or other hazardous materials on the Property. Seller further represents that it has received no notice from any governmental body or other agency or person indicating that there are now, or have been in the past, any toxic wastes or hazardous materials on the Property, and to the best of Seller’s knowledge, there are not now, nor have there been in the past, any toxic wastes or hazardous materials on the Property.

9. CLOSING MATTERS.

9.1 The Closing Date. Closing shall take place on or before 5:00 PM on _____(the "Closing Date"), at the respective offices of the parties’ legal counsel, at which time possession will be given and at which time Seller will deliver a general warranty deed sufficient under the laws of the State of South Carolina to convey good and marketable and insurable title (both in fact and of record) to the above described Property to the Purchaser, with all recording charges which are based on value pursuant to S.C. Code Ann. 12-24-10 et. seq. paid by Seller (the “Closing”).

9.2 Prorations. Real estate taxes, utility charges, and all other items of income or expense shall be adjusted and prorated as of the Closing Date. If actual taxes, charges, or other items of

income and expense are unknown at the Closing Date, estimates shall be made at and subsequent proration adjustments shall be made based upon the actual taxes which are paid or received. This provision shall survive Closing. Seller shall pay at Closing any roll back taxes and special assessments applicable to the Property, whether payable in installments or not.

9.3 Closing Costs. Except as specified herein, each party shall pay for its own customary closing costs. Accordingly, Seller shall pay for value-based recording fees or deed stamps, deed preparation, releases of mortgages and Seller's attorney's fees. The Purchaser shall pay for its inspections and its attorney's fees, title examination charges, title insurance, loan costs and surveys.

9.4 Real Property Conveyance. Seller shall deliver to Purchaser at Closing a general warranty deed conveying to Purchaser good and marketable fee simple title to the Property, free and clear of all liens and encumbrances. The deed will convey the Property by reference to the existing recorded subdivision plat shown on Exhibit "A" attached hereto.

9.5 Seller Documents. At or prior to Closing, Seller shall provide to Purchaser the following:

(a) Seller shall deliver at Closing an affidavit and agreement satisfactory to attorney for Purchaser and to Purchaser's title insurance company evidencing that the Property is free and clear of non-record matters affecting title, including without limit assurances as to absence of mechanics lien claims, and evidencing Seller's responsibility for any such defects.

(b) Seller shall deliver at Closing a deed, bill of sale, assignment of leases and such other documents as may be necessary to satisfy Seller's obligations pursuant to this Agreement, including but not limited to a Certificate of Tax Compliance from the South Carolina Department of Revenue or a proper affidavit in lieu of such Certificate.

(c) At Closing Seller shall deliver such documents and take such actions as Purchaser's title insurance company shall customarily and reasonably require of sellers in similar circumstances in order to issue Purchaser's title insurance policies without exception.

(d) Within seven (7) days after the Effective Date, Seller shall deliver to Purchaser copies of evidences of title not of public record (including but not limited to surveys, title insurance policies and attorney title opinion letters), engineering reports, environmental reports and notices pertaining to the Property, if any, and reasonably available to Seller.

(e) Seller shall deliver at Closing all other documents and matters as may be required for the full performance by Seller of all its obligations pursuant to this Agreement.

9.6 Purchaser's Documents. At Closing, the Purchaser will deliver to the Seller the following items:

(a) Purchase Price. The payment required by Paragraphs 2 and 3 hereof.

(b) Additional Documents. Such additional documents as might be reasonably required in accordance with the express provisions of this Agreement to consummate the sale of the

Property to the Purchaser.

10. NOTICES. All notices, demands and requests given or made in connection with this Agreement shall be made in a writing signed by the party serving the same, and hand delivered, sent by facsimile transmission (if number provided) or by email (with a return acknowledgment email from the recipient), or deposited in the registered or certified United States mail, return receipt requested, postage prepaid, and

(a) if intended for Seller shall be addressed to:

William Prokop
City Manager, City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

with a copy to: (Seller's Attorney)

Harvey & Battey, P.A.
Attn.: William Harvey, City Attorney
P.O. Box 1107
Beaufort, SC 29901
Email: bharvey@harveyandbattey.com
Fax: 843-524-6973

and (b) if intended for Purchaser shall be addressed to:

(TO BE DETERMINED)

with a copy to: (Purchaser's Attorney)

The Fraser Law Firm, LLC
Denson H. Fraser, Jr.
P.O. Box 22512
Hilton Head Island, SC 29925

Any such notice sent or delivered according to this Section shall be effective upon actual receipt thereof, including by facsimile transmission or email when the return acknowledgment email is received, or upon deposit in the United States mail.

11. BROKERS. Seller and Purchaser agree that neither party has engaged the services of a real estate agent or broker and that no commission is due at the sale of the property. If any commission is due, then that commission will be the sole responsibility of the party responsible for engaging the broker claiming said commission.

12. EMINENT DOMAIN. If, prior to the Closing Date, the Property or any portion thereof shall be taken or threatened to be taken by any governmental authority under its power of eminent domain, the Purchaser shall have the option, upon notice given by Purchaser to the Seller not later than fifteen (15) business days following the date when Purchaser receives written notice of such taking:

(a) To take title to the Property on the Closing Date, in which event the Seller shall assign its rights in the condemnation award to the Purchaser and the Purchaser shall receive from the Seller credit for any such award which has already been paid before the Closing Date; or

(b) To terminate this Agreement, in which event the Earnest Money, shall be refunded to Purchaser, and this Agreement upon such refund shall immediately terminate and be of no further force or effect and neither party have any further remedy against the other except Seller shall pay to Purchaser all costs and expenses incurred by Purchaser during the Inspection Period.

13. PARTIAL INVALIDITY. If any term or provision of this Agreement shall to any extent be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such invalid term or provision to other persons or circumstances shall not be affected thereby.

14. APPLICABLE LAW. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of South Carolina.

15. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the parties hereto, and neither Purchaser nor Seller, or any agent representing either, has made any statement, promise or agreement, verbally or otherwise, in addition to or in conflict with the terms of this Agreement. Any representation or agreement made during the negotiations is hereby merged into this Agreement and if not set forth herein, is hereby waived.

16. CAPTIONS. The paragraph captions of this Agreement have been inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

17. MODIFICATIONS. This Agreement may be modified only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

18. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations, warranties, covenants and agreements contained in this Agreement, and all documents and agreements incorporated therein and herein, shall be true and correct at and as of the time of the Closing as though such representations, warranties, covenants and agreements were made at and as of such time, and all such representations, warranties, covenants and agreements shall survive the Closing.

19. ASSIGNMENT. This Agreement, together with all rights hereunder, may be assigned by

Purchaser in its sole discretion, and upon any such assignment the Purchaser shall be relieved of any liability hereunder.

20. SUCCESSORS AND ASSIGNS. This Agreement is binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

21. WARRANTY OF AUTHORITY. The individuals actually executing this Agreement personally represent and warrant that they have the necessary power and authority to execute this Agreement on behalf of the party that each represents, and that the signature of each is sufficient to make this Agreement the binding and enforceable obligation of the party represented by such signing individual.

22. DEFAULT REMEDIES. If a party shall breach a provision of this Agreement, the non-defaulting party shall have the right to pursue any and all available remedies at either law or equity, including, without limitation, termination of this Agreement and commencement of an action for specific performance and legal damages. In the event of a suit for specific performance or damages in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to all other remedies provided by law.

IN WITNESS WHEREOF, the parties have hereto set their respective hands and seals as of the date and year first written above.

WITNESS:

PURCHASER:

_____
Witness 1

By:_____

_____
Witness 2/ Notary

Date:

State of South Carolina
County of Beaufort

_____
Notary
Printed Name: _____
My Commission Expires: _____

(Seal)

(Remainder of Page left Intentionally Blank)

Seller's Signatures follow

WITNESS:

_____
Witness 1

_____
Witness 2 / Notary

SELLER:

City of Beaufort

By: _____

Its: _____

TIN: _____

Date:

State of South Carolina
County of Beaufort

_____
Notary
Printed Name:_____
My Commissions Expires: _____

(Seal)

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	9/4/2020
FROM:	Linda Roper, Downtown Operations Director		
AGENDA ITEM TITLE:	Street closure request from Downtown Merchants Association for First Friday event Friday, Novermber 6, 2020		
MEETING DATE:	9/8/2020		
DEPARTMENT:	Downtown Operations		

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: *Action*

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request	Backup Material	9/4/2020

CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: September 3, 2020

SUBJECT: Request for Street Closure November 6th, 2020 First Friday Event

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The Downtown Beaufort Merchants Association, is requesting permission to close a portion of the streets detailed below, from 4:00 PM to 8:30 PM on Friday November 6, 2020, to allow for First Friday entertainment and activities scheduled on Bay street and along both West and Scott streets up to the point of closure.

The details of the closing beginning at 4:00 PM includes:

- Bay Street from Charles to Carteret, West Street and Scott Street from Port Republic to Bay St.

Additionally, the Association is requesting the City Co-sponsor this event by providing at no cost, Police, Fire and Public Works services needed to provide a safe and successful event.

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	7/30/2020
FROM:	Robert Sample for Broad River Place, LLC		
AGENDA ITEM TITLE:	Annexation and Zoning of Parcels R100 029 000 0482 0000 and R100 029 000 0045 0000 - 2nd Reading		
MEETING DATE:	9/8/2020		
DEPARTMENT:	Community and Economic Development		

BACKGROUND INFORMATION:

The applicant, Robert Sample, on behalf of the property owner, Elouise Miressi, submitted a petition for annexation and also a request for zoning upon annexation of two parcels located on Broad River Boulevard. The properties can be further identified as R100 029 000 0045 0000 and R100 029 000 0482 0000.

Annexation: The applicant has requested that the parcels R100 029 000 0045 0000 (19+/- acres) and R100 029 000 0482 0000 (1+/- acre) be annexed into the City of Beaufort, SC. The larger parcel is currently addressed 14 FC Carter Drive.

Zoning: Contingent of annexation, the applicant has requested that the parcels be zoned T4-N, which is a mixed-use zone of urban residential units and limited commercial.

Current Zoning [County]: The portion of the parcel identified as R100 029 000 0045 0000, located north of Broad River Blvd. is zoned Neighborhood Mixed-Use (C3NMU), which provides for high-quality, moderate-density (averaging under three dwelling units per acre) residential development, with denser areas of multi-family and mixed-use development to provide walkability and affordable housing options.

The southern portion of R100 029 000 0045 0000 and the parcel identified as R100 029 000 0482 0000 is zoned Regional Center Mixed-Use (C5RCMU), which permits a full range of retail, service, and office uses.

Current Land Use: Residential

Future Land Use: G3– Neighborhood Mixed Use (G-3A) and Corridor Mixed Use (G-3B). G-3 Land generally designates areas suitable for higher-intensity regional-serving development.

PLACED ON AGENDA FOR: *Action*

REMARKS:

On July 17, 2020, the MPC voted unanimously to recommend approval of the annexation and the rezoning.

The parcels are contiguous to the City's jurisdictional boundary and are within the growth boundary.

Zoning the parcels T4-N is in accordance with the city's comprehensive plan and is also in accordance with transect objectives of the city's zoning ordinance.

ATTACHMENTS:

Description	Type	Upload Date
Attachments	Backup Material	7/30/2020
Annexation Ordinance	Ordinance	7/31/2020
Zoning Designation Ordinance	Ordinance	7/31/2020

TO THE MEMBERS OF
CITY COUNCIL
CITY OF BEAUFORT, SOUTH CAROLINA

PETITION OF ANNEXATION

We, the undersigned freeholders, pursuant to Section 5-3-150(3), South Carolina Code of Laws, 1976, as amended, do pray that your Honorable Body accept the petition and annex the enclosed described area, and enact an Ordinance declaring the area annexed to the City of Beaufort with full City privileges accorded to, and responsibilities required of, the said residents thereof and the lands and properties and businesses erected therein, subject only to the conditions, provisions, and limitations hereinafter set forth. The said annexation shall be upon terms, limitations, provisions, and conditions as follows:

The City of Beaufort shall furnish and render as promptly as practical to said area, its residents and properties, all of privileges, benefits, rights and services now and hereinafter to be accorded the citizens within the corporate limits of the City of Beaufort in every particular under its charter and general special laws of South Carolina applicable to the City of Beaufort, and subject to the existing ordinances of the City.

The petitioning area to be annexed is described as follows:

19 ± acres known as 14 FC Carter Drive, Beaufort SC 29906

DMP# R100 029 000 045 0050

Plat of area to be annexed and list of freeholders are attached hereto.

Name (print)	Address	Signature	Date of Signature
Eloise Miressi	136 Winslow Ave Somerset, N.J. 08873	Eloise Miressi	5-22-2020

Chkd 5/22

REZONING APPLICATION (EXCEPT FOR PUDS)

Community & Economic Development Department
1911 Boundary Street, Beaufort, South Carolina, 29902
p. (843) 525-7011 / f. (843) 986-5606
www.cityofbeaufort.org

PAID

Application Fee: $250 + $10 for each additional lot. 6/4/20 CK
Receipt # 13119

RZ20-04

OFFICE USE ONLY: **Date Filed:** 5/22 **Application #:** 20594 **Zoning District:** T4-N

Submittal Requirements: You must attach a boundary map prepared by a registered land surveyor of the tract, plot, or properties, in question, and all other adjoining lots of properties under the same ownership. 12 copies of all application materials are required.

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application? ☐ Yes ☒ No

Applicant, Owner and Property Information

Property Address: 14 FC Carter, Beaufort, SC 29906

Property Identification Number *(Tax Map & Parcel Number)*: R100 029 000 045 0000 R100 029 000 0482

Applicant Name: Robert Sample for Broad River Place LLC

Applicant Address: PO Box 2238

Applicant E-mail: robesample@gmail.com Applicant Phone Number: 843 476 9439

Property Owner (if other than the Applicant): Eloise Miressi

Property Owner Address: 136 Winslow Ave, Somerset NJ 08873

Have any previous applications been made for a map amendment affecting these same premises? ◯ YES ◯ NO

If yes, give action(s) taken:

Present zone classification: Regional Center Mixed-Use (CSRCMU) (Beaufort Cty)

Requested zone classification: T4-N

Total area of property: 19± acres

Existing land use: Residential

Desired land use: Residential

Reasons for requesting rezoning: Improve density and buildability.

Applicant's Signature: Date: 22 May 2020

NOTE: If the applicant is not the property owner, the property owner must sign below. 16 July 2020

Property Owner's Signature: Eloise Miressi Date: May 22 2020

See Section 9.13 of The Beaufort Code for complete information about Rezoning (except for PUDS) | updated February 8, 2019 | p. 1 of 1
This form is also available online at www.cityofbeaufort.org

TO THE MEMBERS OF
CITY COUNCIL
CITY OF BEAUFORT, SOUTH CAROLINA

PETITION OF ANNEXATION

We, the undersigned freeholders, pursuant to Section 5-3-150(3), South Carolina Code of Laws, 1976, as amended, do pray that your Honorable Body accept the petition and annex the enclosed described area, and enact an Ordinance declaring the area annexed to the City of Beaufort with full City privileges accorded to, and responsibilities required of, the said residents thereof and the lands and properties and businesses erected therein, subject only to the conditions, provisions, and limitations hereinafter set forth. The said annexation shall be upon terms, limitations, provisions, and conditions as follows:

The City of Beaufort shall furnish and render as promptly as practical to said area, its residents and properties, all of privileges, benefits, rights and services now and hereinafter to be accorded the citizens within the corporate limits of the City of Beaufort in every particular under its charter and general special laws of South Carolina applicable to the City of Beaufort, and subject to the existing ordinances of the City.

The petitioning area to be annexed is described as follows:

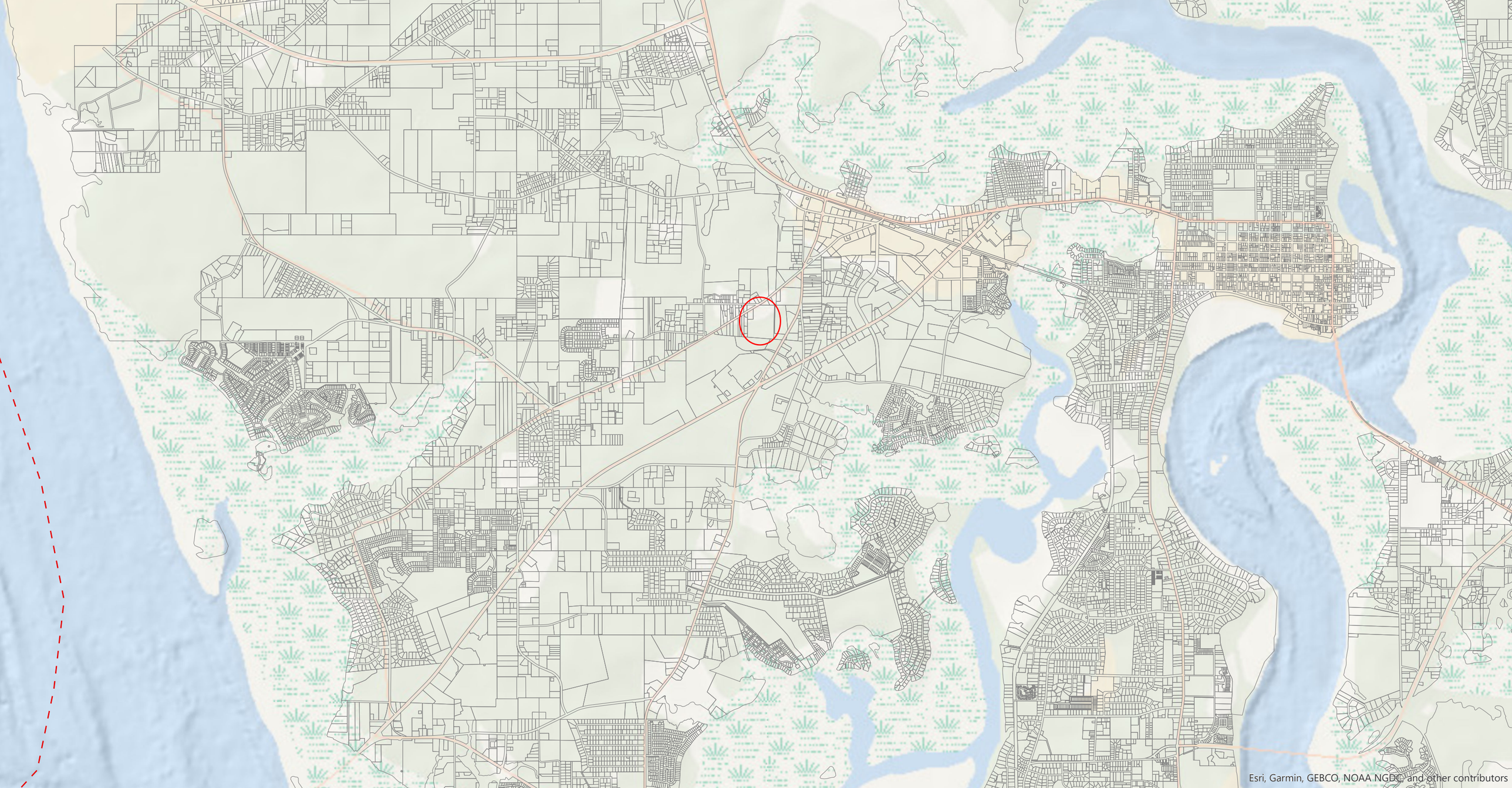
19 ± acres known as 14 FC Carter Drive, Beaufort SC 29906

DMP# R100 029 000 045 0050

R100 029 000 0482 000

Plat of area to be annexed and list of freeholders are attached hereto.

Name (print)	Address	Signature	Date of Signature
Elaine Miressi	136 Winslow Ave Somerset, N.J. 08873	Elaine Miressi	5-22-2020


Esri, Garmin, GEBCO, NOAA NGDC, and other contributors

THE ISSUE

The *Northern Beaufort County Regional Plan* doesn't consider a compact growth alternative. The proposed residential densities are too low (2-4 units/gross acre) to mitigate sprawling development patterns and have a meaningful impact on encouraging walkable, mixed-use development that is transit-efficient or that will reduce the conversion of open space. The Plan's Future Land Use Map recommends commercial development for the length of the Highway 170 corridor.

THE SOLUTION

The Framework Plans provides a more fine-grained approach to land use policy recommendations. It is based on focusing growth in walkable nodes in areas that are served by infrastructure and away from areas that are environmentally sensitive.

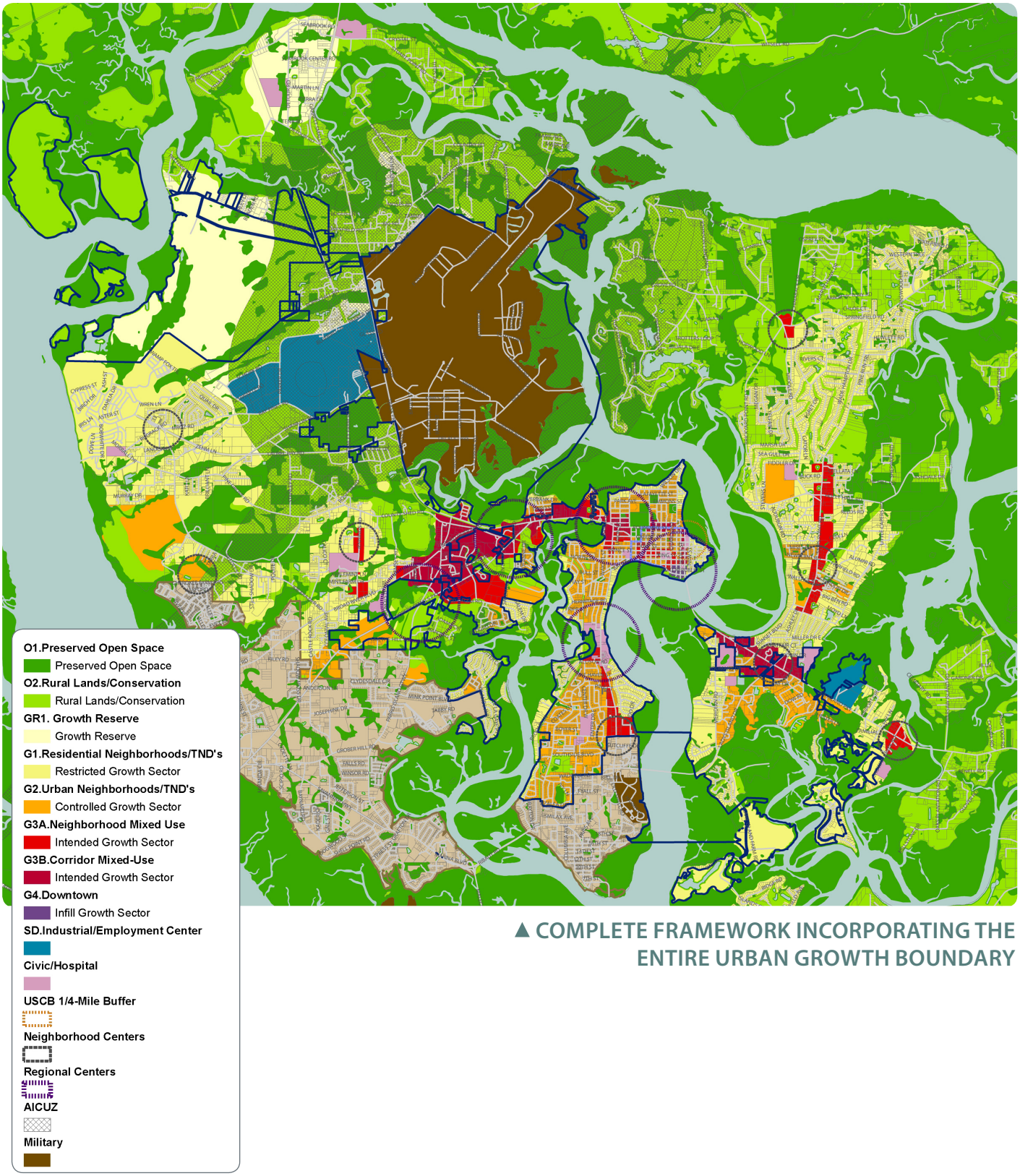
FG 1.0 | THE FRAMEWORK PLAN

The Framework Plan is a macro-level planning tool to properly organize the Beaufort community. While it is coded to the parcel level, it is not intended to replace the zoning map. Rather, as noted in the previous pages, it is an aggregation of a series of zoning categories that combine to form neighborhoods and sectors. Once adopted, the Framework Plan can more easily be adapted to the existing zoning categories in the city's zoning or serve as a basis for a full conversion to a form-based code in the future. The matrix below is a cross referencing tool to help guide individual zoning decisions.

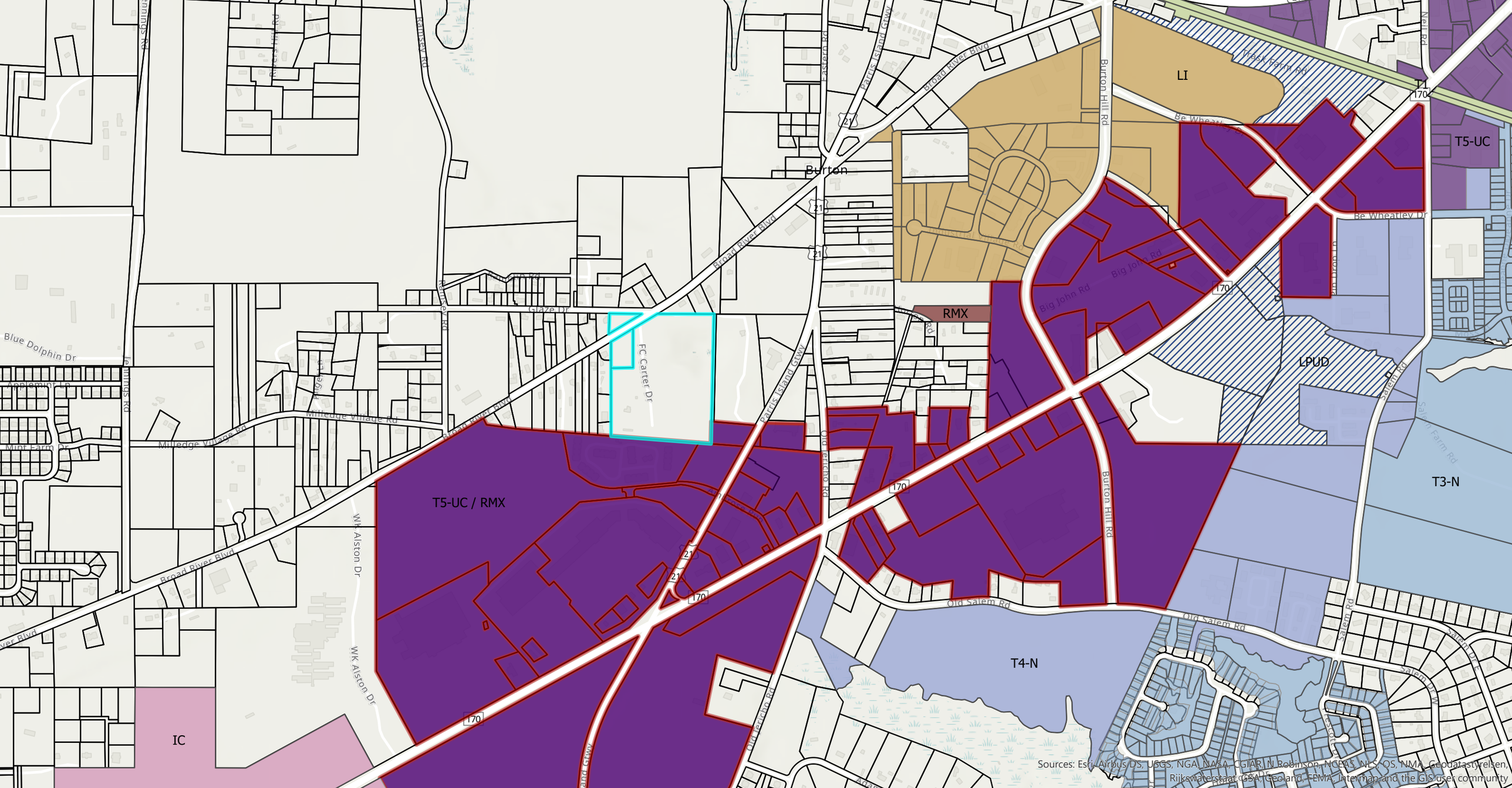
Framework Plan Conversion Matrix

Framework Zone	Transect Zone	Zoning Categories	Notes
O-1	T1, Civic	CP	
O-2	T1, T2	TR, RE	
GR-1	All	All	In 50-100 years this zone could be another town
G-1	T2, T3, T4	R1, R2, TBR, NC, MHP?	This would also include a number of County zoning districts
G-2	T2, T3, T4, T5	R1, R2, R3, R4, GR, TBR, NC, OC, LI, PUD	
G-3A	T2, T3, T4, T5, T6	R4, GR, GC, OC	May also include other higher density residential districts - R2, R3
G-3B	T2, T3, T4, T5, T6	R4, GC, OC, HC	May also include other higher density residential districts - R2, R3
G-4	T4, T5, T6	R4, CC	May also include other higher density residential districts - R2, R3
SD	SD	LI, MHP?	
Civic/Hospital	Civic	MED and all districts that permit civic uses	
Military	SD	MR, MP	

The Framework Plan is a land use policy map intended to provide guidance to Beaufort's leaders as they make decisions on where and how the community should grow. It provides the overall structure for orchestrating appropriate patterns of growth and environmental conservation throughout the community.



▲ COMPLETE FRAMEWORK INCORPORATING THE ENTIRE URBAN GROWTH BOUNDARY



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

2.3: TRANSECT-BASED AND CONVENTIONAL DISTRICTS

2.3.1 PURPOSE AND INTENT OF THE TRANSECT APPROACH

Most of the zoning districts for the City of Beaufort are ordered and classified according to the "rural-to-urban" Transect (see diagram below). The Transect is a method of classifying the natural and built environments as a continuum of conditions, ranging from natural and rural lands to urban centers. The value of the Transect is that it groups compatible buildings, public spaces, and infrastructure by scale and intensity of use, while still allowing the development of neighborhoods where residents and workers can walk to work, school, and daily errands.

For example, a public space at the edge of the city may be a large regional park with hiking trails, while a public space in the city center may be a more intimate square where markets and events take place. Similarly, a residence near the edge of the city may be on a large lot set back from the street, while a residence in the downtown area may be a condominium in a three- or four-story building.

The Transect approach is implemented in Beaufort through different levels of development intensity that range from the T1-Natural Preserve at the low end to the T5-Downtown Core and Urban Center districts at the high end. These Transect zones are also referred to as "form-based districts" because each has detailed provisions for the mix of uses, building design, density, height, street design, the design of parks and open space, parking, and other aspects that make up the city. The Transect zones that guide Beaufort's form-based districts are as follows:

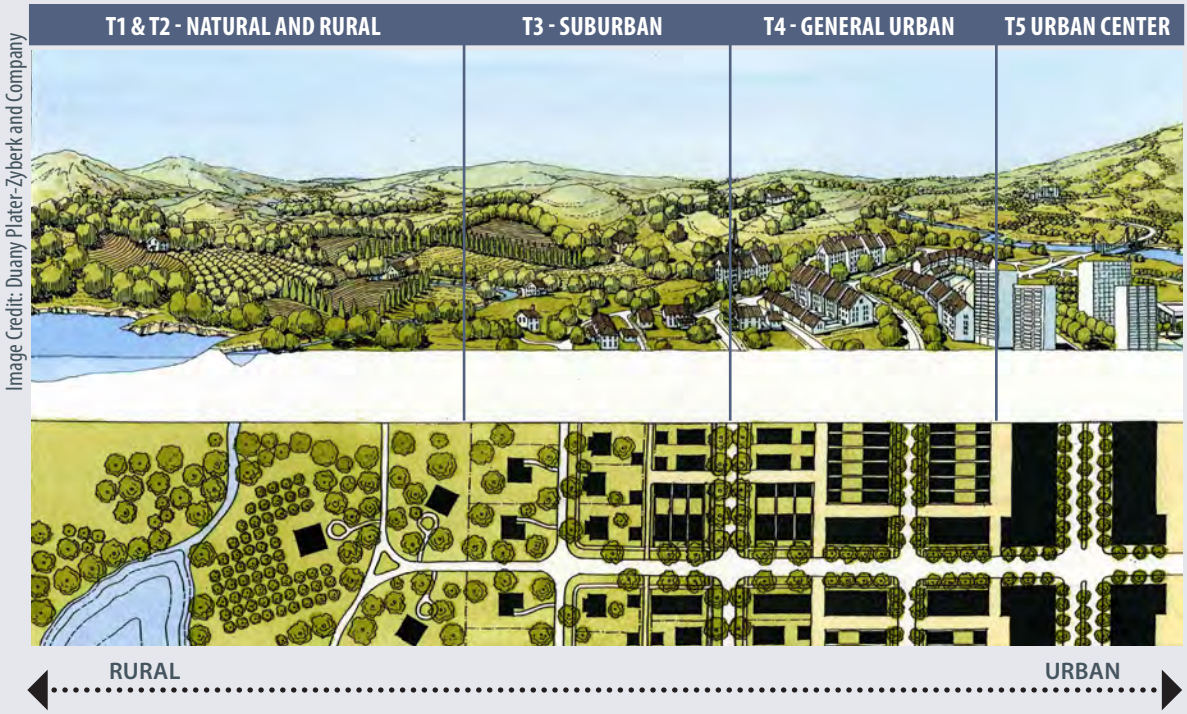


Image Credit: Duany Plater-Zyberk and Company

Note: This text and imagery are for descriptive and illustrative purposes only.

2.3.2 SUMMARY OF TRANSECT-BASED DISTRICTS

T1–NATURAL PRESERVE DISTRICT (T1)

The T1-Natural Preserve district is intended to preserve areas that contain sensitive habitats, active or passive open spaces and urban parks, cemeteries, and limited agricultural uses. This district typically does not contain buildings, with the exception of small civic buildings, interpretive centers, or supportive recreation facilities. There are no specific development standards listed for this district.

Note: All images are for illustrative purposes only.

T2–RURAL DISTRICT (T2)

The T2-Rural district is made up of lands in an open, cultivated, or sparsely settled state. Planning for future development within the City of Beaufort **does not** include rural areas, and inclusion of the T2-Rural district here is for illustrative purposes only. There are no development standards listed for this district.

T3–SUBURBAN DISTRICT (T3-S)

T3-Suburban district is single-family residential in character, with less development than other Transect-based districts within the city. While almost exclusively residential, civic and park functions are also complementary to the character within this district.

T3–NEIGHBORHOOD DISTRICT (T3-N)

The T3-Neighborhood district is residential in character, and includes a mixture of residential and civic uses. Residential units are an assortment of sizes and types including cottages, small houses, two- and three-family dwellings, village houses, and cottage courts. Carriage houses, located behind single family homes, and on the interior of lots, may contain studios or other small businesses.

T4–HISTORIC NEIGHBORHOOD DISTRICT (T4-HN)

The T4-Historic Neighborhood district is a primarily residential district that encompasses the entire historic district with the exception of a few north-south commercial corridors. It contains houses and residential buildings that are characterized by generous front porches, southern orientation, and historic architectural detailing. A limited number of corner retail buildings historically existed, and continue to exist, in this district.

T4–NEIGHBORHOOD (T4-N)

The T4-Neighborhood district is a mixed-use zone of urban residential units and limited commercial development. A wide range of building types exist in the T4-Neighborhood district, including, but not limited to, apartment buildings, mixed-use buildings, rowhomes, duplexes, corner stores, and both attached and detached single-family housing.

A sub-district of this is the T4-Neighborhood Artisan (T4-NA) district. It incorporates more industrial uses, as well, and is applicable in the Depot Road area where industrial uses abut residential areas.

T4-NEIGHBORHOOD ARTISAN SUB-DISTRICT

T5–DOWNTOWN CORE DISTRICT (T5-DC)

The T5-Downtown Core district consists of higher density, mixed-use buildings that accommodate retail, rowhomes, offices, and apartments. A tight network of streets, including those in Beaufort's historic commercial downtown, allows this district to be a highly walkable area. Buildings are set very close to the street in order to define the public realm and allow for visible activity along the streetscape.

T5–URBAN CORRIDOR DISTRICT (T5-UC)

The T5-Urban Corridor district consists of higher density, mixed-use buildings that accommodate retail, rowhomes, offices, and apartments located along primary thoroughfares. A tight network of streets allows this district to be a highly walkable area. Buildings are set very close to the street in order to define the public realm and allow for visible activity along the streetscape.

2.3.3 SUMMARY OF CONVENTIONAL DISTRICTS

REGIONAL MIXED-USE (RMX)

The RMX district's intensity accommodates region- and community-serving commercial and business uses, as well as highway-oriented businesses. Development form supports a high-quality commercial character coordinated with a uniform streetscape that enables pedestrian and transit access.

LIGHT INDUSTRIAL DISTRICT (LI)

The LI district permits office, manufacturing, industrial, and warehousing uses, as well as their supporting uses. Moderate to high intensities are permitted to achieve maximum land utilization that will also accommodate small businesses and start-up or incubator businesses. It also allows for larger industrial parks where appropriate.

INSTITUTIONAL & CAMPUS DISTRICT (IC)

The IC district supports generally non-residential institutions and employment areas that are designed in a campus-like setting, such as hospitals, universities, research facilities, and offices. It is intended to ensure that these unique institutions are designed to be compatible with their surroundings and the rest of the city.

MANUFACTURED HOME PARK DISTRICT (MHP)

The MHP district provides a sound and healthy residential environment that is sufficient to meet the needs of inhabitants living in manufactured homes, to protect manufactured home parks from encroachment by incompatible uses, and to encourage the consolidation of manufactured homes into manufactured home parks.

MILITARY RESERVATION DISTRICT (MR)

The MR district is applied to existing military bases and Department of Defense lands, and provides for military facilities and all supporting activities, such as housing, offices, and services that are on base land, even though they would otherwise be considered separate uses. Military property is under jurisdiction of the federal government. Recommendations and standards for this district are not included since these lands are federally owned, and are typically not subject to city regulations.

District. Conditions may be listed in the "Additional Standards" section as appropriate. Other uses permitted in the general T4-N district may have special conditions for T4-NA; those conditions are also listed in the additional standards section as appropriate.

G. **Prohibited Uses (—):** The use is prohibited in the specified district.

3.2 TABLE OF PERMITTED USES

Land uses in transect-based and conventional districts shall be permitted in accordance with the table below. Special provisions related to uses in the AICUZ Overlay District are in Section 2.7.4. The zoning designation of water is the same as the land it is adjacent to.

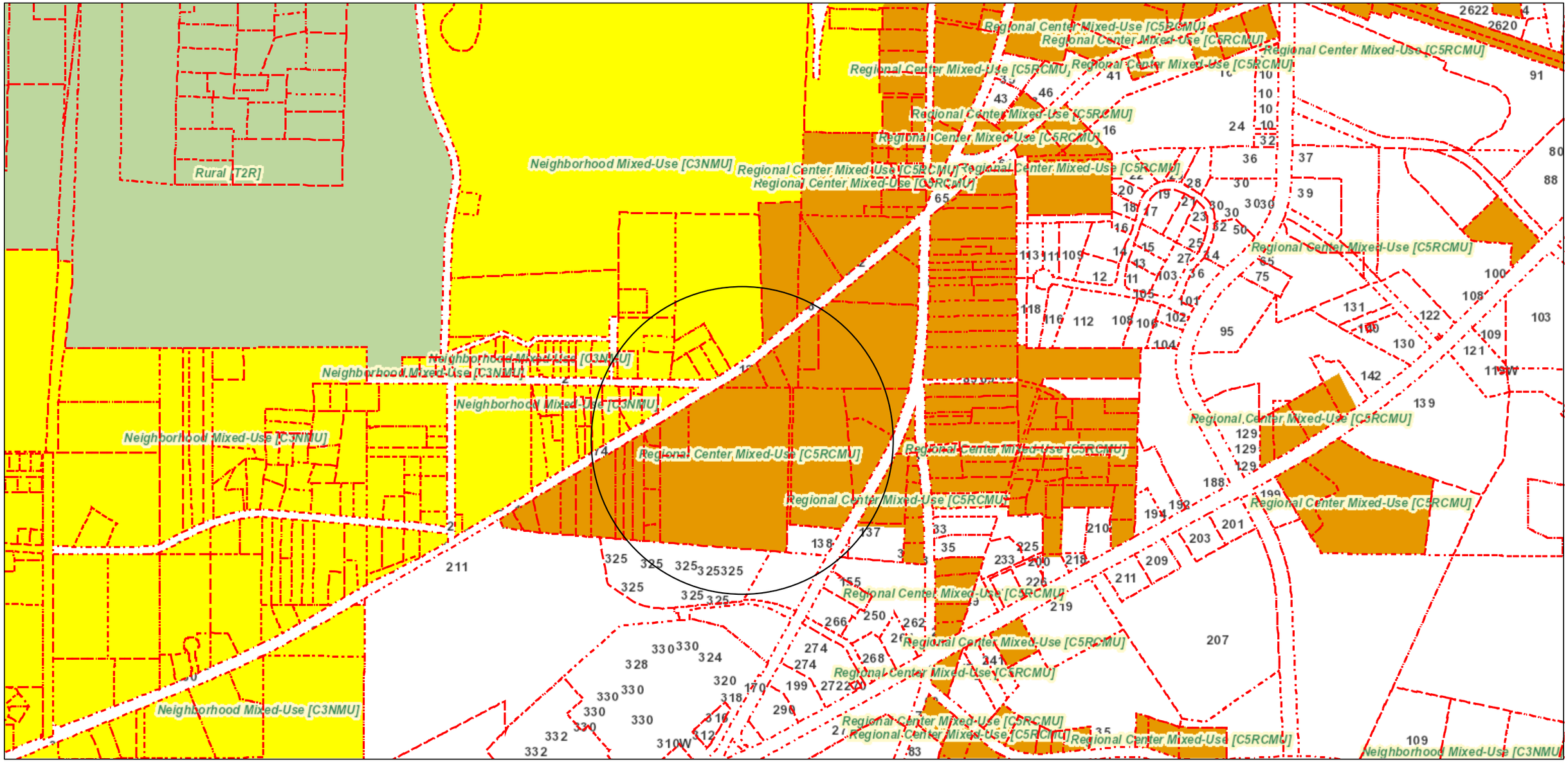
DISTRICT	T1	T3-S	T3-N	T4-HN	T4-N	T5-DC	T5-UC	RMX	LI	IC	MHP	*ADD'L STANDARDS WHEN APPLICABLE*
RESIDENTIAL												**3.3**
Household Living												
Single-Family Dwelling	—	P	P	P	P	E	E	E	E	E	—	—
2- or 3-Unit Dwelling	—	—	C	P	P	P	P	—	—	P	—	4.5.5
Rowhome	—	—	—	—	C	P	P	P	—	P	—	4.5.6
Apartment House (a.k.a. Multifamily Dwelling - 4+ units)	—	—	—	—	C	P	P	P	—	P	—	4.5.7
Home Occupation - Minor	—	C	C	C	C	P	P	P	—	—	—	3.3.2.D
Home Occupation - Major	—	SE	SE	SE	C	P	P	—	—	—	—	
Live-Aboard Boat	C	C	C	C	C	C	C	C	C	C	C	3.3.2.D
Live/Work Unit	—	—	—	—	C	P	P	P	C	P	—	4.5.8
Manufactured Home	—	—	—	—	—	—	—	—	—	—	C	3.3.2.G
Group Living												
Group Dwelling (≤ 8 residents)	—	—	—	—	P	P	P	P	—	—	—	—
Group Dwelling (> 8 residents)	—	—	—	—	SE	SE	P	P	—	P	—	—
PUBLIC AND CIVIC												**3.4**
Civic / Government Facilities	**C**	**—**	**SE**	**SE**	**P**	**P**	**P**	**P**	**P**	**P**	**—**	**3.4.2.A**
Educational Facilities												
College/University/Trade/Vocational	—	—	—	—	C	P	P	P	C	P	—	3.4.2.B.1
School, Public or Private	—	C	C	C	P	P	P	P	—	P	—	3.4.2.B.2
Parks and Open Space												
Cemetery	C	E	E	E	E	E	E	C	E	E	E	3.4.2.C
Park/Open Space	P	P	P	P	P	P	P	P	P	P	P	7.4
INSTITUTIONAL												**3.5**
Community Service	—	SE	SE	SE	P	P	P	P	SE	P	—	—
Day Care Facility												
Family Day Care Home (≤ 6 clients)	see Home Occupation — Minor											

P=Permitted Use C=Conditional Use SE=Special Exception E=in Existing Building/Facility Only RF = Retail Frontage Only A=T4-Neighborhood Artisan subdistrict Only — = Prohibited use

DISTRICT	T1	T3-S	T3-N	T4-HN	T4-N	T5-DC	T5-UC	RMX	LI	IC	MHP	*ADD'L STANDARDS WHEN APPLICABLE*
Group Day Care Home (7-12 clients) & Commercial Day Care Center (>12 clients)	—	—	SE	C	C	P	P	P	P	P	—	3.5.2.A
Treatment Facility	—	—	—	—	SE	SE	SE	P	—	SE	—	—
Health Care Facilities	—	—	—	—	—	—	P	P	—	P	—	—
Religious Institution	—	C	C	P	P	P	P	P	—	P	—	3.5.2.B
COMMERCIAL												**3.6**
Entertainment												
Indoor Entertainment	—	C	C	—	C	P	P	P	P	P	—	3.6.2.A
Outdoor Entertainment	—	—	—	—	C	P	P	P	—	P	—	3.6.2.A
Sexually-Oriented Business	—	—	—	—	—	—	—	—	C	—	—	13.2.1
Office	—	—	—	—	P	P	P	P	P	P	—	—
Overnight Guest Accommodation												
Bed and Breakfast	—	—	SE	SE	P	P	P	—	—	—	—	3.6.2.C.1
Short-Term Rental	—	C	C	C	C	C	C	—	—	C	—	3.6.2.C.2
Inn/Motel/Hotel	—	—	—	—	C	P	P	P	—	—	—	3.6.2.C.3
Recreational Vehicle Park	—	—	—	—	—	—	—	SE	—	—	—	—
Retail & Restaurants					C	C	C	P	—	C	—	3.6.2.D
VEHICLE- AND BOAT-RELATED USES												**3.7**
Vehicle and Boat Sales and Rental	—	—	—	—	A	—	C	P	—	—	—	3.7.2.A
Drive-Thru Facility	—	—	—	—	—	—	C	C	SE	—	—	3.7.2.B
Fuel Sales / Car Wash	—	—	—	—	—	—	C	C	P	—	—	3.7.2.C
Vehicle Service and Repair	—	—	—	—	C	—	C	C	P	—	—	3.7.2.D
Parking, Commercial, Surface	—	—	—	—	C	C	P	P	P	P	—	3.7.2.F
Parking, Structure	—	—	—	—	RF	P	P	P	P	P	—	—
Passenger Terminals	—	—	—	—	—	—	SE	P	P	—	—	3.7.2.G
Water/Marine-Oriented Facilities	P	—	—	—	P	P	P	—	—	P	—	—
INDUSTRIAL												**3.8**
Aviation Services	—	—	—	—	—	—	—	—	P	—	—	—
Light Industrial Services	—	—	—	—	A	—	C	C	P	—	—	3.8.2.A
Manufacturing and Production Services	—	—	—	—	A	—	—	C	P	—	—	3.8.2.B
Truck Terminal	—	—	—	—	—	—	—	—	P	—	—	—
COMMUNICATION & INFRASTRUCTURE USES												**3.9**
Major Infrastructure/Utilities	—	—	—	—	A	—	—	SE	P	—	—	3.9.2.A
Minor Infrastructure/Utilities	E	C	C	C	C	C	C	C	P	C	—	3.9.2.B
Waste Related Services	—	—	—	—	—	—	—	—	SE	—	—	3.9.2.C
Wireless Communications Facility	—	—	—	—	—	—	—	C	C	—	—	3.9.2.D
FORESTRY, AGRICULTURE, HORTICULTURE	C	C	C	C	C	C	C	C	C	C	—	**3.10**

P=Permitted Use C=Conditional Use SE=Special Exception E=in Existing Building/Facility Only RF = Retail Frontage Only A=T4-Neighborhood Artisan subdistrict Only — = Prohibited use

FC Carter 14_County Zoning Map



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0 0.175 0.35 0.7 km

- LiveParcels
- Heritage Corridor Overlay
- Commercial Fishing Village Overlay
- St Helena Cultural Overlay

Your Name Here

Data supplied for you by Beaufort County Mapping and Applications, powered by Web AppBuilder for ArcGIS

O R D I N A N C E

ANNEXING PARCELS R100 029 000 0045 0000 AND R100 029 000 0482 0000 INTO THE CORPORATE LIMITS OF THE CITY OF BEAUFORT, SOUTH CAROLINA

WHEREAS, an annexation petition for parcels R100 029 000 0045 0000 and R100 029 000 0482 0000 located in Beaufort County have been presented to the City Council; and

WHEREAS, the property is within the Northern Regional Plan growth boundary; and

WHEREAS, the property is contiguous to the boundaries of the City of Beaufort, South Carolina; and

WHEREAS, the petition sets forth that this proposed annexation is requested pursuant to § 5-03-150 of the *Code of Laws of South Carolina, 1976*, as amended and contains the signatures of all freeholders of the property to be annexed; and

WHEREAS, the Metropolitan Planning Commission, on July 17, 2020, recommended approval of the annexation; and

WHEREAS, the petition contains a description of the parcel of land to be annexed.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, that the described area is annexed into the City of Beaufort, South Carolina:

The petitioning area to be annexed includes all that certain piece, parcels, or tracts of land, together with improvements thereon, situate, lying, and being in Beaufort County, South Carolina, as follows:

- Approximately 20 acres shown in Attachment A.

This ordinance shall become effective immediately upon adoption.

_____
BILLY KEYSERLING, MAYOR

(SEAL) Attest:

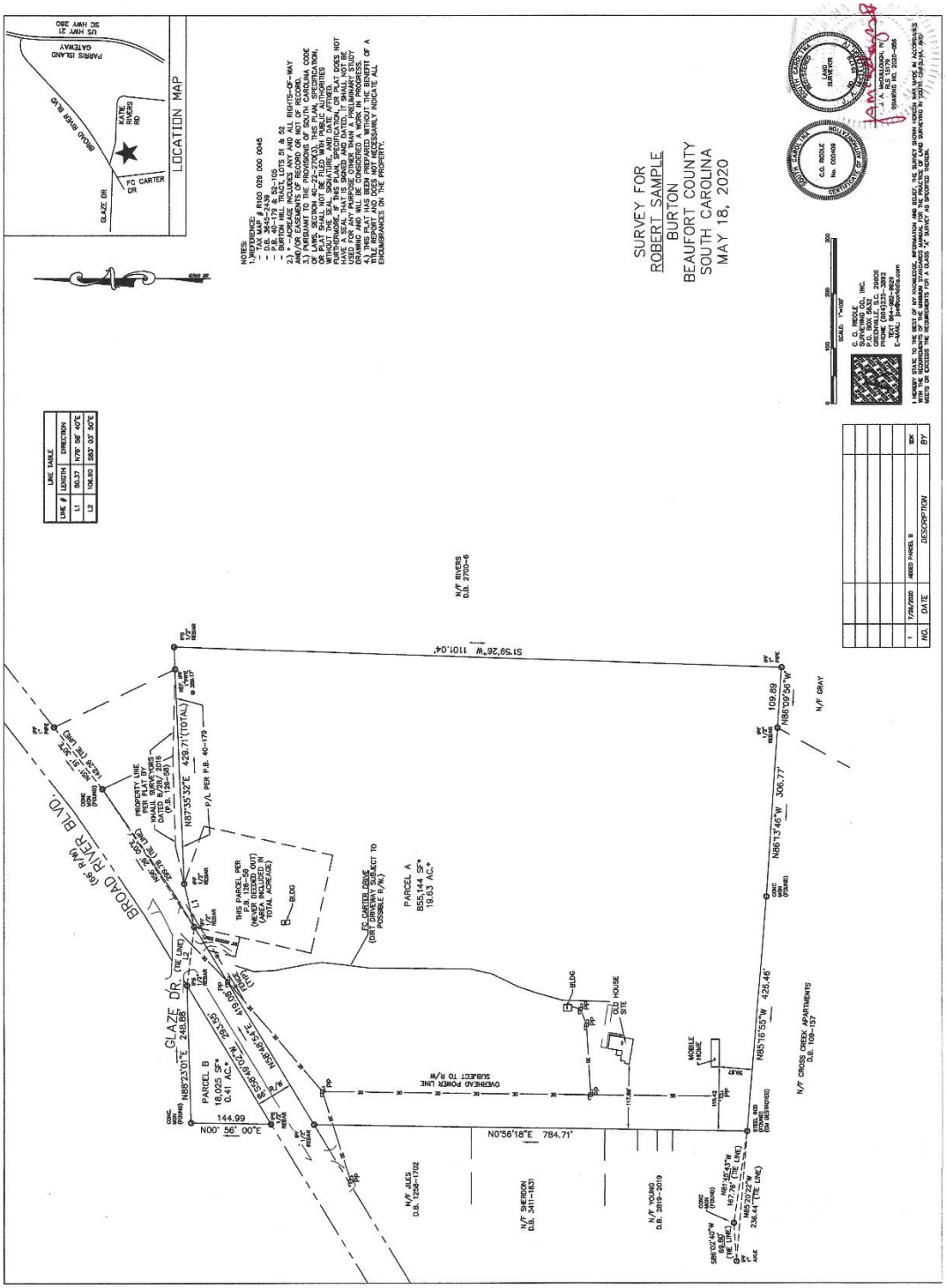
_____
IVETTE BURGESS, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

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

Attachment "A"



O R D I N A N C E

AMENDING THE CITY OF BEAUFORT'S ZONING MAP TO INCLUDE
PARCELS R100 029 000 0045 0000 AND R100 029 000 0482 0000 TO BE ZONED AS T4-N

WHEREAS, the State of South Carolina has conferred to the City of Beaufort the power to enact ordinances "in relation to roads, streets, markets, law enforcement, health, and order in the municipality or respecting any subject which appears to it necessary and proper for the security, general welfare, and convenience of the municipality or for preserving health, peace, order, and good government in it . . ." as set forth in *Code of Laws of South Carolina*, Section 5-7-20; and

WHEREAS, the City of Beaufort adopted the *Beaufort Code* by reference on June 27, 2017, as set forth in section 5-6001 of the *Code of Ordinances Beaufort, South Carolina*; and

WHEREAS, the amendment of the zoning map is "for the general purpose of guiding development in accordance with existing and future needs and promoting the public health, safety, morals, convenience, order, appearance, prosperity, and general welfare" in accordance with *Code of Laws of South Carolina*, Section 6-29-710; and

WHEREAS, an annexation petition for parcels R100 029 000 0045 0000 and R100 029 000 0482 0000 located in Beaufort County has been presented to the City Council; and

WHEREAS, the zoning map amendment is compatible and in accordance with the vision and goals of the City of Beaufort; and

WHEREAS, this vision and these goals were established through a democratic process and with public input and public participation; and

WHEREAS, these goals were recorded in the form of a comprehensive plan for all to see and reference; and

WHEREAS, the comprehensive plan was created through the leadership of the planning commission, responsible for determining a specific plan for the future of the city; and

WHEREAS, the city council of the City of Beaufort adopted the comprehensive plan (and Civic Master Plan) by ordinance; and

WHEREAS, the change of zoning to T4-N is consistent and compatible with adjacent zoning; and

WHEREAS, any future development of the property will be able to take advantage of existing infrastructure; and

WHEREAS, the Metropolitan Planning Commission, on July 17, 2020, recommended approval of the zoning designation of T4-N; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding the proposed change to the ordinance on August 4, 2020, with notice of the hearing published in *The Beaufort*

Gazette on June 19, 2020;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976*, that the zoning map of the City of Beaufort be amended by establishing the zoning designation of T4-N on the annexed parcels of R100 029 000 0045 0000 and R100 029 000 0482 0000.

_____
BILLY KEYSERLING, MAYOR

(SEAL) Attest:

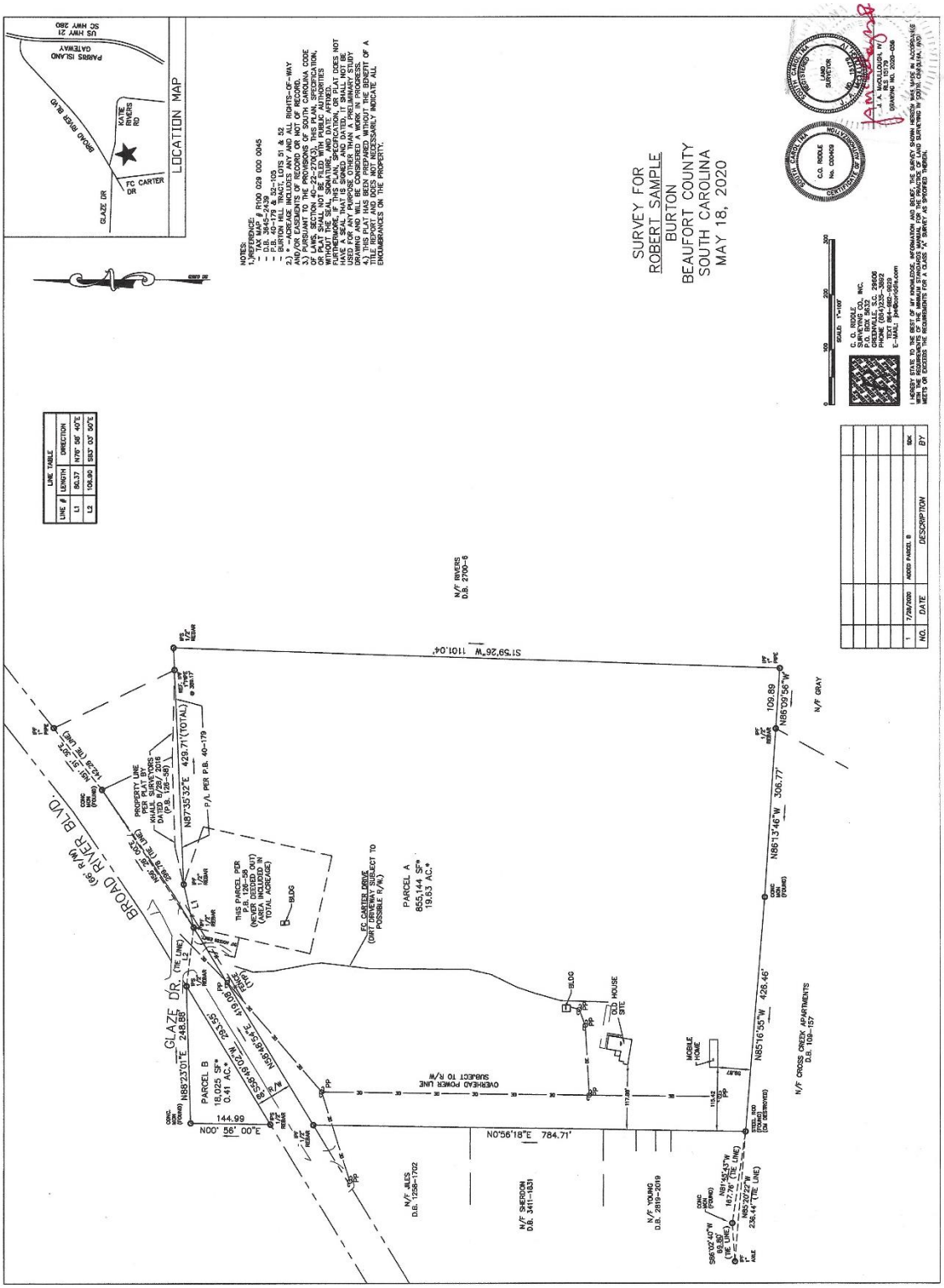
_____
IVETTE BURGESS, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

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

Attachment "A"



EMERGENCY ORDINANCE 2020-____

AN EMERGENCY ORDINANCE TO REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN CIRCUMSTANCES AND LOCATIONS IN THE MUNICIPAL LIMITS OF THE CITY OF BEAUFORT, SOUTH CAROLINA, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, it is well recognized the SARS-CoV-2, the virus that causes the disease COVID-19, presents a public health concern that requires extraordinary protective measures and vigilance; and,

WHEREAS, on March 13, 2020, the Governor of the State of South Carolina Henry McMaster declared a State of Emergency for the State of South Carolina; and,

WHEREAS, on March 13, 2020, Beaufort Mayor Billy Keyserling , under his authority , declared that a State of Emergency exists throughout the City as a result of impacts arising from the COVID-19 pandemic; and,

WHEREAS, reported COVID-19 daily cases are on the rise in both Beaufort County and the State of South Carolina; and

WHEREAS, on June 30, 2020 the State of Emergency still exists in State of South Carolina and the City of Beaufort; the Centers for Disease Control and Prevention ("CDC") and South Carolina Department of Health and Environmental Control ("SCDHEC") have advised the use of cloth or other types face coverings to slow the spread of COVID-19; and

WHEREAS, the CDC and SCDHEC recommend taking measures to control the spread of COVID-19 such as wearing cloth or other types of face coverings, both of which limit the spread of COVID-19 in our communities and reduce the demand on the local the health care delivery system; and

WHEREAS, there are currently large numbers of people who patronize grocery stores, pharmacies, restaurants, retail establishments and other businesses open to the public within the municipal limits of the City; and

WHEREAS, public reporting and other sources reveal that the advice from the Centers for Disease Control and SCDHEC encouraging the wearing of cloth or other types of face coverings is not being widely followed within the municipal limits of the City; and

WHEREAS, in order to protect, preserve, and promote the general health, safety, welfare, and the peace and order of the community, the City has and will continue to take steps to try and protect the citizens, employers, and employees within the City from an increased risk of exposure to and transmission of COVID-19 ; and,

WHEREAS, the City has received a strong message from the medical community, that unless citizens curb the rising spread of COVID-19 through wearing facemasks and following social distancing protocol, established by the CDC, community medical facilities could be faced with more patients than any one institution can accommodate, and,

WHEREAS, the City Council finds it is necessary and in the best interest of the City and its citizens that an Emergency Ordinance requiring the wearing of cloth or other types of face

coverings in certain circumstances be adopted by the City Council, and that it be put into immediate effect; and

WHEREAS, City Council may, by majority vote of those members present, adopt emergency ordinances as are authorized and limited by S. C. Code Ann. §5-7-250(d)(Supp. 2019), during this State of Emergency.

NOW, THEREFORE, BE IT ORDERED, AND ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BEAUFORT, SOUTH CAROLINA, DULY ASSEMBLED AND BY THE AUTHORITY OF THE SAME, AS FOLLOWS:

1. For the purpose of this Ordinance, a "Face Covering" is a cloth or other type of masking device that covers the wearer's nose and mouth.

2. All persons entering any building open to the public in the City must wear a face covering while inside the building.

3. All restaurants, retail establishments of every description, salons, grocery stores, and pharmacies in the municipal limits of the City shall require their employees to wear a Face Covering at all times that the employees are in any area where the general public is allowed or when the employees must be in close proximity to one another. This requirement also applies to all persons providing or utilizing public or commercial transportation, including tours; and all businesses or employees while interacting with people in outdoor spaces, including, but not limited to, curbside pickup, delivery, and service calls.

4. The following individuals are exempt from this Ordinance: any person who is unable to safely wear a Face Covering due to age or an underlying health condition, or who is unable to remove the Face Covering without the assistance of others; and any person traveling in a personal vehicle, or when a person is alone or is in the presence of only household members in an enclosed space, and people who are actively drinking or eating. This Ordinance does not relieve business establishments and restaurants from other social distancing requirements impose by the Governor's Executive Orders.

5. Education and voluntary compliance are the desired means of enforcement. However, any person who, after being first duly warned, is found to have violated any mandatory provision of this Ordinance shall be deemed guilty of a of a civil infraction, and shall be subject to a Civil Summons punishable by a fine of fifty dollars ($50.00). Police officials, or a City representative appointed by the City Manager, shall be authorized to issue such a Summons for violations personally witnessed.

6. Repeated violations of this Ordinance at any business or establishment that is subject to this Ordinance is hereby declared a nuisance, and the City may seek a restraining order, preliminary injunction, permanent injunction or any other means authorized under the Laws of the State of South Carolina to abate the nuisance. The City may also seek suspension or revocation of the business license issued by the City to any business or establishment where repeated violations of the Ordinance occur, under the authority of the City Code of Ordinances.

7, With the exception of their own employees, owners or lease holders of buildings open to the public shall not have responsibility for enforcing the above requirements, but shall post conspicuous signage at all entrances informing its patrons of the requirements of this Ordinance.

8. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.

9. This Ordinance becomes effective 11:59 PM June 30, 2020, upon adoption by City of Beaufort Council, and will be extended through November 1, 2020 or expire upon the thirty first day following adoption or the end of the State of Emergency in the City of Beaufort, whichever occurs first.

MOVED, APPROVED, AND ADOPTED AS AN EMERGENCY ORDINANCE THIS _____ DAY OF JUNE 2020.

_____
Billy Keyserling, Mayor

ATTEST:

By: _____
Ivette Burgess, City Clerk

APPROVED AS TO FORM:

_____
William B Harvey, City Attorney

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	9/1/2020
FROM:	Kathy Todd		
AGENDA ITEM TITLE:	Approval to extend FY 2020 ATAX Grant through FY 2021		
MEETING DATE:	9/8/2020		
DEPARTMENT:	Finance		

BACKGROUND INFORMATION:

The FY 2020 ATAX grant award process was approved by City Council on October 8, 2019. According to the Grant guidelines, the funds are required to expended by October 7, 2020. Several grantee's were unable to fulfill their ability to fulfill their obligations because of the impact from COVID 19. The four (4) non-profits impacted are as follows:

Beaufort Area Hospitality Association for a total grant award of $4,935 toward the Oyster Fest.

Penn Center for a total grant award of $2,500 toward Heritage Days.

Port Royal Sound Foundation for a total grant of $2,500 toward the history timeline of Port Royal Sound.

Friends of Spanish Moss Trail for a total grant of $1,000 toward the Downtown Connector, Phase 2

The Tourism Development Advisory Committee has requested that these funds, totaling $10,935 be extended until September 2021 for these four grantees to give them additional time to fulfill their grant obligation. This extension would not impact their ability to apply for FY 2021 ATAX grant funds.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Request that City Council approve the extension until September 30, 2021 for the four grantees noted, allowing them to complete their obligation under the FY 2020 grant process and request reimbursement through that extension date, provided that the funds are expended in the same manner in which the grant was awarded.

ATTACHMENTS:

Description	Type	Upload Date
Request from TDAC	Cover Memo	9/1/2020

Kathy Todd

From: Vimal Desai <vimal@hmvhotels.com>
Sent: Tuesday, September 1, 2020 11:51 AM
To: Kathy Todd
Cc: Jay Phillips
Subject: Recommendation to City Council

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

Kathy,

On behalf of the TDAC committee, I would like to make a recommendation to City Council to grant FY 2020 funds that were impacted by COVID for the recipients (BAHA, Friends of Spanish Moss Trail, Penn Center and Port Royal Sound Foundation – totaling $10,935 - be carried forward into FY 2021 independent of what those organizations apply for in FY 2021.

Please let me know if you have any questions. Thank you for all you do for the City.

Vimal Desai
Vimal@hmvhotels.com
843-263-0948

Sent from my iPad

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	9/1/2020
FROM:	Kathy Todd		
AGENDA ITEM TITLE:	Resolution on CDBG Grant Match Commitment regarding Spanish Moss Trail Depot Road Extension Project		
MEETING DATE:	9/8/2020		
DEPARTMENT:	Finance		

BACKGROUND INFORMATION:

The City is applying, on behalf of the County, for a $200,000 CDBG grant for Depot Road Pathway Improvements. Financial Commitments have been received from the County for $350,000 and $153,947.45 from the Friends of the Trail for the total match commitment required by the attached Resolution.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Request that City Council approve the Resolution in order to complete the grant application process.

ATTACHMENTS:

Description	Type	Upload Date
Resolution on match commitment	Cover Memo	9/1/2020

RESOLUTION

WHEREAS, the need to address quality of life issues for the City of Beaufort, and addressing the concerns and issues of LMI residents is a priority for the City. Providing trails for health and safety issues has been identified as a priority community need for the City of Beaufort, and

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

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

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

1. City Council hereby endorses the City of Beaufort's Spanish Moss Trail - Depot Road Extension Project because it will greatly improve the quality of life for the residents of the city.

2. The City Manager shall be and is authorized to prepare and submit a Community Development Block Grant (CDBG) Special Projects Application for the City of Beaufort's Spanish Moss Trail – Depot Road Extension Project, to commit funds in the amount of 10% of the grant to meet the matching commitment of the Community Development Program along with $503,947.45 in additional funds needed to complete this project and commit to sharing cost savings on a pro rata basis.

ADOPTED THIS _____ DAY OF September 2020.

(SEAL)

_____
Mayor,
City of Beaufort

ATTEST:

_____
Clerk to Council

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	9/2/2020
FROM:	Kathy Todd		
AGENDA ITEM TITLE:	Resolution authorizing purchase of Fire Truck on Lease		
MEETING DATE:	9/8/2020		
DEPARTMENT:	Finance		

BACKGROUND INFORMATION:

The FY 2021 approved budget includes a new fire truck, at the value of $897,903.31 that will be leased through PNC Equipment Finance, LLC for a period of 10 years at 3.09% interest and annual payments estimated at $105,746.

The resolution authorizes this purchase and is a required document to accompany the Lease Credit Application executed by the City Manager, pending approval by City Council.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Request that City Council approve the Resolution to acquire the new fire truck and enter into a Capital Lease arrangement with PNC Equipment Finance, LLC.

ATTACHMENTS:

Description	Type	Upload Date
Resolution Authorizing Capital Lease purchase of Fire Truck	Cover Memo	9/2/2020

RESOLUTION

Municipality/Lessee: City of Beaufort, SC

Principal Amount Expected To Be Financed: $897,903.31

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Municipality:

Section 1. Either William A. Prokop OR Kathy M Todd (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 20__.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Beaufort, SC

_____ [SEAL]

Signature of Secretary/Clerk of Municipality

Print Name: _____

Official Title:_____

Date: _____

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	9/3/2020
FROM:	John O'Toole, Beaufort County Economic Development Corp		
AGENDA ITEM TITLE:	Approval to allow changes to Magnus Corporation Purchase Agreement for land in Commerce Park		
MEETING DATE:	9/8/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

The Beaufort County Economic Development Corporation would like to request a change to Section 12 of the purchase agreement between the City of Beaufort and Magnus Development Partners that was previously approved by Beaufort City Council. We would like to change the language in Section 12 relative to the lease rates from '$6.50/sf' to 'reasonable market rates.' We would like to change the language for the following reasons:

1. To keep the language consistent between the development agreement and purchase agreement.
2. To allow Magnus the ability to include build out and improvements in the lease if that is the expectation of the tenant.
3. To allow Magnus the ability to offer shorter term leases and earn market rates.

We initially put in the RFP a maximum lease rate to ensure the developer would not be incentivized to depend on the BCEDC's funds in the first five years. Having worked with Magnus on 3 recent projects we can see how the lease rates they are offering are driven by space, tenant requirements for build out and terms. Therefore, it is our recommendation and request to bring the sales agreement back before your City Council and to amend the language in Section 12 from '$6.50/sf' to 'reasonable market rates.'

PLACED ON AGENDA FOR: *Action*

REMARKS:

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	7/31/2020
FROM:	Linda Roper and Bill Prokop		
AGENDA ITEM TITLE:	Approval to extend temporary leased spaces for Restaurants until November 1, 2020		
MEETING DATE:	9/8/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: *Action*

REMARKS:

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	9/4/2020
FROM:	William Prokop, City Manager		
AGENDA ITEM TITLE:	Approval to extend free parking in the Downtown Marina lot through November 1, 2020.		
MEETING DATE:	9/8/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

Free parking on Friday's and Saturday's in the Marina lot was part of the Together Beaufort program approved in May 2020. This request is just extending the parking piece in the Marina lot for Friday and Saturday free parking.

PLACED ON AGENDA FOR: *Action*

REMARKS:

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	9/4/2020
FROM:	William Prokop, City Manager		
AGENDA ITEM TITLE:	Approval to extend waiver of temporary 9am tour for the Horse Carriage companies through November 1, 2020		
MEETING DATE:	9/8/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

The original request from the Horse Carriage companies that included adding an addition tour time of 9am was discussed and approved on May 26, 2020. Now the City Manager would like to extend that request through November 1, 2020.

PLACED ON AGENDA FOR: *Action*

REMARKS:

CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO:	CITY COUNCIL	**DATE:**	7/30/2020
FROM:	William Prokop, City Manager		
AGENDA ITEM TITLE:	Appointment to City Boards and Commissions		
MEETING DATE:	9/8/2020		
DEPARTMENT:	City Managers Office		

BACKGROUND INFORMATION:

Appointment to Historic Review Board, Design Review Board and Metropolitan Planning Commission.

PLACED ON AGENDA FOR:

REMARKS: