



CITY OF BEAUFORT
1911 Boundary Street
Council Chambers
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
REDEVELOPMENT COMMISSION AGENDA
December 6, 2012

PLANNING CONFERENCE ROOM – 1ST FLOOR
1911 BOUNDARY STREET

5:00 P.M.

I. CALL TO ORDER

II. REVIEW OF MINUTES

November 1, 2012

III. REPORTS

- A. Finance Committee
- B. Commercial / Economic Development Committee
- C. Residential Committee
- D. Boundary Street Update
- E. Lafayette Street Update – Agreement
- F. Lowcountry Housing Trust Update – Michelle Mapp
- G. Depot Road Update
- H. Marina Update – Next Steps

IV. DISCUSSION ITEMS

- A. Review of Unified Development Ordinance (UDO) Proposed Changes to Allow Overnight Guest Accommodations in the Conservation Preservation Zoning District, specifically, the Downtown Marina
- B. Committee Structure Update

V. EXECUTIVE SESSION

- A. Economic Development Projects

Proposed Mission Statement

The City of Beaufort Redevelopment Commission has been established to renovate, revitalize, and regenerate distressed areas of Beaufort.

BRC's mission is to lead a coordinated strategy of redevelopment and design strengthening the City of Beaufort as:

- The heart of economic development for Northern Beaufort County
- A prosperous place for business and institutions; and
- An attractive urban environment for residents and visitors

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."

A meeting of the Beaufort Redevelopment Commission was held on November 1, 2012 at 5:00 p.m. in the Beaufort Municipal Complex, City Hall Planning Conference Room, 1911 Boundary Street. In attendance were Chairman Jon Verity and Commissioners Mike McFee, Wendy Zara, Henrietta Goode, and Keith Waldrop.

Alan Dechovitz, Pat Kase, Martin Goodman and Mike McNally were absent.

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

The meeting was called to order at 5:07 p.m. by Chairman Verity.

Commissioner Zara made a motion, second by Commissioner McFee, to approve the minutes of the October 4, 2012 meeting as submitted. Commissioner Waldrop abstained from voting because he was not present at the meeting. **The motion passed 4-0.**

REPORTS

FINANCE COMMITTEE

Commissioner Zara said they are looking at incentives, and **Julie Franklin** is taking it over. Ms. Franklin said she is looking at connecting the goals of the master plan and connecting the money to that. There are “things that have value but not necessarily an economic one.”

Chairman Verity said it’s important to have a clear idea about incentives. Commissioner Zara said they been trying to see what works with the city and then maybe they can add on others.

Commissioner Zara said a group will meet Wednesday to figure out how to work together so that efforts aren’t being duplicated. Commissioner Waldrop said it’s a bit of a chicken and egg problem that **Angela Childers** may be able to help with.

COMMERCIAL / ECONOMIC DEVELOPMENT COMMITTEE

Chairman Verity said that the Depot Building project is on hold because as the Rail Trail went through it, they are waiting for the end of construction. Commissioner Zara said landscaping isn’t done, and they’re looking to install electricity and signs, etc. At the November 15 meeting, they will discuss it further. Commissioner Zara said that she has ridden on the path a few times, and the path is very smooth. In regard to parking, all the businesses will have room to park, and they have been informed of this. The stormwater is a long-standing problem and not created by the trail. Concrete is more expensive than asphalt and will require less maintenance, Commissioner Zara said. This first mile is the prototype for the rest of the trail. Chairman Verity and Commissioner Zara said the building is being secured by the city.

The day dock conceptual has been passed by the council and design and engineering studies will be looked at, Chairman Verity said.

RESIDENTIAL COMMITTEE

Shirley Wilkins, Lowcountry Housing Trust, presented an update on the work of the Lowcountry Housing Trust, including those clients who have indicated interest in obtaining loans. Security Builders has been negotiating to purchase empty lots on Washington Street to build three workforce homes. They are all contiguous properties. Ms. Wilkins said a lot of other individuals are interested in loans for properties in the unincorporated area. She said there will be a seminar on the new market tax credits on December 10 from 10 -12 pm at The Shed in Port Royal.

She said at the Redevelopment Commission's December 6 meeting, there will be a presentation from Lowcountry Housing Trust. Ms. Childers, Director of the Beaufort Housing Authority (BHA), said that Michelle had attended the BHA meeting and presented information on the products Lowcountry Housing Trust offers; the organization is interested in the low-interest loans. BHA is building a building on Wilmington and two on Park with home funds from the state (a loan) and LOCOG (a grant).

Maxine Lutz said stabilization is beginning on Duke Street. She said Lowcountry Housing Trust is coming to the city for a demolition request; Ms. Wilkins said it's a different project at 1811 Duke. 1507 Duke is still teetering, Ms. Lutz said, and they are concerned that it not be demolished. Ms. Lutz said they have talked about the economic feasibility of restoring the house, and Historic Beaufort Foundation would like to help them smooth that process.

BOUNDARY STREET UPDATE

Ms. Franklin said the engineering drawings are being finalized to 70%. They are acquiring the necessary parcels for Boundary Street. They are updating plans for Beaufort Plaza and the parallel road. They are looking for cost-savings on the parallel road and on the Beaufort Plaza Main Street. They had a productive meeting with BJWSA who are on board with the project. There's a major sewer line under Highway 17; the alignment is as shown on the drawings. They want to handle it cost-effectively and also encourage redevelopment to create the infill they want for the streetscape. They are coordinating right-of-way issues with the DOT and utility issues in regard to relocating the overhead power lines. Ms. Franklin said they will update the Redevelopment Commission as things develop. It's still the goal to begin construction in the spring.

Commissioner Waldrop asked about the expenditure requirements in regard to the TIGER grant. Chairman Verity said they have until the end of 2013 to start construction and have to have a substantial portion done before the end of 2014.

LAFAYETTE STREET UPDATE

The infill housing project had some issues with the financials; the contract has been reworked and Eric Brown has a copy of the revised contract. They expect to hear back in a few days.

DEPOT ROAD UPDATE

Craig Lewis made a presentation to council about Depot Road and received public feedback, Ms. Franklin said. They have made plans to preserve the future connections at Middleton and Hay. The building is being stabilized by the PATH Foundation, Ms. Franklin said. The city is involved in making sure it's safe and secure.

Chairman Verity asked **Libby Anderson** about how it's going on Duke Street. Ms. Anderson said everything is "pretty much on target." Bladen Street should be done mostly by the end of the month. There are six change orders waiting on approval. Duke Street has been going quite well. Chairman Verity asked what they have to renew and be considered for Phase 2, and Ms. Anderson said it's on their minds and they're on-track.

Commissioner McFee said council had had a good meeting with **Craig Forrest**, the district representative from the Highway Commission. Council discussed the regulating plan, specifically as it applies to the Basil Green Park in Pigeon Point in regard to Rodgers, Nairne, and Lafayette Streets to make parallel parking. The city isn't planning to take over all of the road miles as may have appeared in the newspaper. The three streets are on hold now for the city taking them over, and the city won't until they know that Rodgers Street will be in good order. Commissioner McFee said the city has to take all three roads to get the PARD money.

Commissioner McFee said there's been an extensive plan on all the streets, and it went to the regional office but no further. The state highway department is interested in turning over roads to the municipalities and the county. Commissioner McFee said every legislative change at every election cycle can mean the funding sources can disappear, which would saddle the city with the cost of maintaining the roads. Mr. Forrest is interested particularly in this area; Jim Rozier lives in Charleston, but Mr. Forrest lives in Beaufort County and "will continue to remain supportive."

Chairman Verity asked Ms. Franklin if she were participating in the form-based code meetings. Ms. Franklin said there was a lot of input, and they got through the first chapter. Ms. Franklin and Commissioner Zara agreed that "everyone was very engaged." The next meeting is November 15.

Chairman Verity said there has been discussion about the civic master plan. Ms. Franklin said Mr. Lewis wants it all to be put together by the end of the year with the presentation of the remaining sectors. Ms. Franklin said new people are on staff to work on that.

There being no further business to come before the commission, **Commissioner Zara made a motion, seconded by Commissioner Waldrop, to adjourn the meeting. The motion passed unanimously**, and the meeting adjourned at 5:40 p.m.

AGREEMENT AND CONTRACT FOR SALE

This agreement is made and entered into this _____ day of _____, 2012, by and between Brad Bowden, Eric S. Brown and Lance Gooding, d/b/a **Gooding Contractors Inc.** (collectively referred to as Purchaser), The City of Beaufort (City) and the City of Beaufort Redevelopment Commission (RDC):

WHEREAS, on January 30, 2012, the City Beaufort Redevelopment Commission (RDC), issued a Request for Proposals (RFP) for the redevelopment of lots on Lafayette Street owned by the City, a copy of which is attached hereto as Exhibit 1 (including Amendments) and incorporated herein; and,

WHEREAS, Purchaser submitted a written and signed proposal (Proposal) in response to the RFP, a copy of which is attached hereto as Exhibit 2 and incorporated herein; and,

WHEREAS, after engaging in the selection process outlined in the RFP, the RDC has selected Purchaser as the winning bid/proposal; and,

WHEREAS, pursuant to the RFP, the parties now wish to formalize this arrangement in order that the redevelopment project may proceed;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual exchange of rights and obligations herein, the sufficiency of which is hereby acknowledged, the Parties hereto stipulate, agree and pledge as follows:

1. Except as is amended by the provisions herein, the Scope of Work, project conditions and terms of the RFP and the Proposal shall govern the rights and obligations of the parties concerning the 0.895-acre vacant parcel of land located at 1403 Lafayette Street and bearing TMS Number R120-002-000-0093-0000 (hereinafter the Property). To the extent that a conflict exists between the RFP and the Proposal, the terms of the RFP shall control unless otherwise provided herein.
2. In consideration of the mutual exchange of rights and obligations herein, the sufficiency of which is hereby acknowledged, and pursuant to the terms and conditions herein, Purchaser agrees to purchase from City and City agrees to sell to Purchaser, the Property more fully described as follows:

ALL those certain pieces, parcels or lots of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, and shown and designated as Lots No. 4, 5, 6 and 7 of the property of Myrtle V. H. Davison, on a plat made by R. D.

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Trogdon, Sr., under the date of September 6, 1955. Said lots are contiguous and together form one (1) lot which may be bounded and described as follows; NORTH by Lots No. 1, 2 and 3 of the property of Myrtle V. H. Davison, and measuring thereon for a distance of Two Hundred Eighty (280) feet; EAST by Rodgers Street, and measuring thereon for a distance of One Hundred Forty (140) feet; SOUTH by Lafayette Street, and measuring thereon for a distance of Two Hundred Eighty (280) feet; and WEST by Von Harten Street, and measuring thereon for a distance of One Hundred Forty (140) feet.

And being a portion of the property conveyed to Carlton F. Smith by Myrtle V. H. Davison by deed dated December 15, 1961, said deed duly indexed and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Deed Book 109 at page 223.

TMS Number R120 002 000 0093 000

3. Within fifteen (15) days of this Agreement, Purchaser shall meet with representatives of City and/or RDC to commence discussions on the design and scope of work of the Street Scape Improvements as reflected in the RFP and the Proposal.
4. Within 45 days from the date of this Agreement, Purchaser shall prepare and provide to City/RDC Concept Design Specifications for the Street Scape improvements as noted in the RFP. The City/RDC shall have 10 days to modify/approve the Final Concept Design and Specifications which will then become the Scope of Work for which the Bond completion is judged. All parties shall agree by signature upon a Final Concept Specifications and Scope of Work for Street Scape Improvement, which shall become Exhibit 3 to this Agreement.
5. Purchaser shall be provided a period of 90 days from the date of this contract (the Due Diligence Period) to perform such due diligence and site investigation as it deems necessary and appropriate. The primary focus of the site investigation will be on the suitability of the soil to support and receive the proposed structures; however Purchaser shall conduct such environmental testing and wetlands study or determination, examine the title to the Property, conduct archeological, structural, geotechnical or such other investigations as Purchaser shall determine are necessary or desirable to satisfy itself of the condition of the Property. If unsuitable conditions are found during the Due Diligence Period, Purchaser shall notify the City in writing, and shall request modification of the RFP to mitigate the costs of the work necessary to remedy the unsuitable condition. If the parties cannot agree on a modification of the RFP within 21 days after such notification, Purchaser shall have the right to terminate this Agreement in

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its entirety.

6. Upon signature of all parties on this Agreement, Purchaser shall present this Agreement and all Exhibits, including an executed Street Scape Improvement Agreement for Construction Services (attached hereto), along with an application for a Bond for Performance of Street Scape Improvements in the amount of \$152,000.00, to an A-Rated surety/insurance company satisfactory to the City/RDC.
7. Within 100 days of this Agreement, and prior to the closing of any property conveyance by the City/RDC to Purchaser, Purchaser shall present to the City/RDC a Bond for Performance of Street Scape Improvements in favor of the City/RDC in the amount of \$152,000.000 (which includes Contractor overhead, profit and all fees) for all specified work to be completed within One (1) year from the date of issuance of the Bond.
8. Purchaser shall prepare and submit to the City/RDC Final Design and Engineering drawings and specifications for the Street Scape Improvements.
9. Closing shall occur within 30 days from the end of the Due Diligence Period, but not before the issuance of the Performance Bond for the Street Scape Improvements. The City shall convey by limited warranty deed all of its rights, title and interest in and to the property. City shall be responsible for customary Seller closing expenses and transfer fees; Purchaser shall be responsible for customary Purchaser closing expenses and pre-paid items related to the sale of the property.
10. If Purchaser should fail or refuse to obtain the Performance Bond for the Street Scape Improvements, this Agreement shall terminate and become null and void, and City/RDC shall have no obligation to convey any property to Purchaser under the RFP or otherwise.
11. Purchaser shall apply for the first building permit within 6 months of the date of closing and complete the first structure within 6 months of receiving said permit. The parties= intent for there to be progressive construction and completion of the project must include concurrent application and issuance of permits for structures, either overlapping or within one month of completion of the previous structure. Both Parties agree that the general time frame is for a new house to be constructed for each six month time period. Market conditions and sales of units will ultimately drive the schedule past the initial group of units.
12. After completion of Streetscape improvements by the Purchaser and acceptance by the RDC, all park green spaces, water detention/drainage areas, street-side parking areas, curb and gutters, street-side pedestrian sidewalks, DOT aprons, street improvements and

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gravel ally drives will be maintained by and at the expense of the City. The street-side lighting shall be designed and installed by Purchaser in association with SCE&G; however, the power service for the lights will be maintained by the City.

13. Purchaser shall have the right to phase any and all portions of the project scope of work, including the site development work, within the guidelines set forth in Section 5 above, unless reasonable cause, acceptable to the City and RDC, can be shown for the delay.
14. City/RDC will assist the Purchaser in negotiating with BJWSA and similar agencies with regard to permit or impact fees.
15. Purchaser reserves the right to adjust, modify or change any portion of the site and architectural designs to accommodate current market conditions, buyers preferences, additions of garages, porches or other items requested by prospective buyers of the properties. Sales price of the dwellings shall be determined by Purchaser, which prices shall be within the reasonable expectation of a fiscally maintained project, and in accord with the overarching goal of the RFP.
16. This Agreement shall be binding on the parties, their respective heirs, successors and assigns. This Agreement shall not be assigned by the Purchaser without the written consent of the City and the RDC.

IN WITNESS WHEREOF, we have hereunto set our hands and seals;

City of Beaufort

by _____
its _____

City of Beaufort Redevelopment Commission

by _____
its _____



Brad Bowden



Eric S. Brown



Lance Gooding

**Street Scape Improvement
AGREEMENT for Construction Services**

This agreement is made and entered into this _____ day of _____, 2012, by and between Gooding Contractors Inc. (collectively referred to as Contractor), The City of Beaufort (City) and the City of Beaufort Redevelopment Commission (RDC):

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual exchange of rights and obligations herein, the sufficiency of which is hereby acknowledged, the Parties hereto stipulate, agree and pledge as follows:

1. Construction of the Street Scape Improvements shall be completed by Contractor within One (1) year from the date of issuance of the Performance Bond. Street Scape Improvements shall conform to the description of Exhibit A (attached).
2. Contractor shall notify RDC of completion of site work and RDC shall have two (2) weeks to approve and accept the site work. If bond completion or site work is disputed by either party, the parties shall first submit the dispute to mediation by a mediator mutually agreed upon. Total cost of the Street Scape improvement shall not exceed \$152,000.00 (including Contractor overhead, profit and all fees).
3. This Agreement shall be binding on the parties, their respective heirs, successors and assigns. This Agreement shall not be assigned by the Contractor without the written consent of the City and the RDC.

IN WITNESS WHEREOF, we have hereunto set our hands and seals;

City of Beaufort

by _____
its _____

City of Beaufort Redevelopment Commission

by _____
its _____

Gooding Contractors, Inc.

by 
its PRESIDENT

**Exhibit A:
Street Scape Improvement
Scope of Work**

The two most important design components of this project are the Site Plan and the Conceptual Unit Designs of the proposed structures. Site details that may be appropriate for this site include rear lane access, on-site parking, individual lots, sidewalks and on-street parking, as well as the preservation of existing significant trees. For the individual residences, a range of building and unit types may be proposed. These may range from single family detached units to small multi-family buildings with up to four (4) units per building. The unit sizes may vary as well and can include plans for one, two and three bedroom units.

All utility services including street lighting within the project perimeter shall be placed underground at the expense of the successful Proposer. The cost of the street light underground conduit, poles, lamps and other lighting equipment required for this Project shall also be the responsibility of the successful Proposer. Moreover, the Proposer will be responsible for the construction of the planned streetscape improvements for the northern side of Lafayette Street along the frontage of the subject property (between Von Harten and Rodgers Streets) outlined in the Sector One Civic Master Plan, generally including sidewalk, planting strip, and on-street parking. Lafayette Street is scheduled to be resurfaced in Spring 2012 by the SCDOT.

