

CITY OF BEAUFORT



1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

WORKSESSION

April 19, 2011

Planning Conference Room-1st Floor
1911 Boundary Street

I. **Call to Order** – Mayor Billy Keyserling

5:00 PM

II. **Executive Session**

Pursuant to Title 30, Chapter 4, and Section 70 (a) (2) of the South Carolina Code of Law: Receipt of Legal Advice

III. **Discussion Items**

- A. Discussion with Riverview Board regarding Resolution in Support of Downtown Location for Charter School
- B. Discussion regarding the review of the Marina Contract
- C. Discussion regarding the Beaufort County EMS Study
- D. Discussion regarding the proposed Residential Rental Inspection Program
- E. Discussion regarding County Participation in Funding Transportation Model
- F. Discussion regarding FY 2011 Budget Amendment for the purchase of Police Vehicles

IV. **Adjourn**

**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."

RESOLUTION

WHEREAS: The City Council passed a resolution of support to assist with the placement of the Riverview Charter School in the City of Beaufort; and,

WHEREAS; the Comprehensive Plan of the City encourages growth within our urban service area by primarily focusing on the regeneration of our current assets through infill and redevelopment; Development in our urban growth boundary that shall be sensitively focused on a conservation ethic with a compact and efficient built form that could be serviced with municipal services in the future; and,

WHEREAS: The City will maintain its distinct urban form by encouraging growth and development using the model of walkable, urban, mixed-use neighborhoods established by the historic core of the City; and,

WHEREAS; The City supports the continuation and expansion of our primary economic engines - tourism, the military, healthcare; and,

WHEREAS: The City participated in the visioning sessions for the location of the Riverview Charter Schools and has maintained an open dialogue throughout this investigation period; and,

WHEREAS: The City conducted due diligence and participatory planning efforts regarding the development of school site and neighborhood development in the “Location Feasibility Assessment for Review Charter School” dated 08/03/2010; and

WHEREAS: We believe that all our neighborhoods, including the downtown, must be vibrant and diverse and thus require consistent and continual public and private attention, maintenance and re-investment. Our neighborhoods should be reinforced in all planning and infrastructure projects. Schools are an integral part of this effort;

WHEREAS: The City recognizes that Riverview Charter School’s permanent facility must reflect the school’s commitment to its mission, its core values, and its educational philosophy of experiential learning; and,

WHEREAS: The Riverview Charter School considers as important the following: favorable zoning or overlay district, opportunities for sharing of uses or facilities (recreational spaces, creative arts spaces, sporting spaces, etc.), connection to surrounding context/neighborhood, availability of multiple modes of safe transportation to and from school, and proximity to varied venues for enhanced learning opportunities; and,

WHEREAS; “concentrations of civic, institutional, and commercial activity should be embedded in neighborhoods and districts, not isolated in remote, single-use complexes. Schools should be sized and located to enable children to walk or bicycle to them;” and,

WHEREAS: Site-managed schools directly contribute to “civitas” by facilitating neighborhood trust, offering meaningful community involvement and interaction, and providing an approachable institution that is an engaged and accountable community partner; and,

WHEREAS: There is a direct connection between school quality and neighborhood quality, and school-centered community revitalization is a proven strategic approach to a comprehensive and sustainable housing, health, and economic revitalization effort of a neighborhood/municipality; and,

WHEREAS: The Agreement to Amend Beaufort County Schools’ Title VI Desegregation Plan Re: Riverview Charter School states, “Riverview’s permanent location shall further the complete desegregation of the District’s schools;” and,

WHEREAS: On April 6, 2010 the Beaufort County Board of Education unanimously approved a motion stating that “only a site in the area of the City of Beaufort is reasonably likely to further the complete desegregation of the District’s schools;” and,

WHEREAS: Coordination between Riverview Charter School, Beaufort County School District, and the Office for Civil Rights might facilitate the ability for currently-zoned Beaufort Elementary School students to be given enrollment priority in Riverview Charter School, thereby helping Riverview meet prescribed enrollment demographic targets and extend the school’s efforts for a racially and socio-economic diverse population; and,

WHEREAS: Riverview Charter School currently has 350 applications for a minimum of 41 empty seats for the 2011-2012 school year, the largest portion of which residing within the City of Beaufort, thereby exhibiting not only the public demand for expansion of the school but also underscoring the specific support from City of Beaufort families; and,

WHEREAS: An existing and appropriately-sized education facility would offer Riverview Charter School the long-term ability fulfill its charter, respond to its logistical needs, and enjoy a predictable facility outcome, while contributing to its surrounding community and performing as a model neighborhood school for the City of Beaufort and Beaufort County; and,

WHEREAS: Proximity to natural resources; availability of infrastructure; surrounding neighborhood walk ability; and civic presence and connection within the community and its environment must be central to any permanent facility location that Riverview Charter Schools might consider; and,

WHEREAS: the School District has indicated, in communications with the US Department of Education’s Office of Civil Rights, that a Local Redevelopment

Opportunity Site could meet the Districts obligations under the Beaufort School Districts Desegregation Plan; and,

WHEREAS: the City has identified several of these sites, to include the current Beaufort County Elementary School site as of one of several potential sites in this “local redevelopment opportunity” area; and

Now, therefore be it resolved, by the City Council of the City of Beaufort this _____ day of April 2011, that:

1. That the City endorses the use of Beaufort Elementary School as the preferred location of the Riverview charter school.
2. That the City endorses the use and active operation of Battery Creek Elementary School for innovative educational incubators or other related community operations.

MARINA LEASE AND OPERATION AGREEMENT

This MARINA LEASE AND OPERATION AGREEMENT is entered into this ____ day of July 2009, by and between Griffin Enterprises, Inc. (hereinafter referred to as Lessee or Griffin), and the City of Beaufort (hereinafter referred to as Lessor or the City).

WHEREAS, the City is the owner of a marina, fuel dock, marina store, administrative offices, parking and related facilities (the PROPERTY or LEASED PREMISES), located in Beaufort, South Carolina; and,

WHEREAS, the City, by and through Beaufort City Council, has deemed it to be in the best interest of the City, its residents and citizens, and the public in general, that the maintenance and operation of the Property be leased to a business enterprise experienced in marina maintenance and operation; and,

WHEREAS, through its previous years of operating the Property, Griffin has demonstrated such experience and ability; and,

WHEREAS, the City now desires to enter into a new agreement with Griffin for the maintenance and operation of the Property under the terms and conditions set forth below; and

WHEREAS, Griffin desires to enter into this lease and to abide and be bound by the rights, duties and obligations more fully set forth below;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual rights and responsibilities contained herein, the sufficiency of which consideration is herewith acknowledged, the parties stipulate and agree as follows:

I TERMS OF AGREEMENT

The term of this Agreement shall commence upon the first day of July 1, 2009, and end on June 30, 2019. Thereafter, based upon the satisfactory performance by Lessee of the duties outlined below, Lessee shall have the option to renew this Agreement or extend the existing Agreement for five additional years at a lease compensation to be negotiated at the time of exercise of the option. This Agreement may be terminated by Lessor at the end of the initial ten year term upon its determination, in its sole discretion, that Lessee has failed to provide satisfactory performance of the duties as set forth in this Agreement.

II LEVEL OF SERVICE

Lessee agrees to provide "satisfactory" performance of the duties outlined herein, including the following:

1. Meeting objectives and assumptions

2. Advertising/marketing effectiveness
3. Maintaining condition of docks
4. SCDHEC required fuel disbursing and storage records
- 4 Record keeping
5. Maintenance and cleanliness of buildings, grounds and facilities
6. Quality of service to tenants, users and facilities
7. Compliance with terms of this Agreement
8. Ability to meet financial obligations
9. Ability to manage adopted budget and yearly assumptions

The City Manager shall advise Lessee in writing if, in Lessor's opinion, Lessee is not performing in a satisfactory manner. Such notice shall cite the specific objective basis for Lessor's opinion. Lessee shall respond in writing within 30 days and may request a reconsideration and re-rating by Lessor. Such reconsideration and re-rating may be made by Lessor if requested.

III LEASED PREMISES

The premises to be leased, maintained and operated (the PROPERTY or LEASED PREMISES) includes the existing City of Beaufort Downtown Marina, generally described as follows:

- (a) Floating dock system
- (b) Day dock
- (c) Ship's store, laundry, rest rooms, and showers
- (d) Fuel dock, fuel system, including tanks and lines, dock system, and related structures and equipment
- (e) Waste sewage pump out
- (f) Administrative offices and storage
- (g) Parking, grounds and landscaping as identified on the plat attached as Exhibit _____
- (h) All moorings located in proximity to the Marina owned by the City and/or installed by Lessee
- (i) Related equipment

Lessee agrees to rent or sublease space on the Leased Premises only at locations and in the manner intended by Beaufort City Council.

IV LEASE COMPENSATION

Commencing on _____, 2009, and every month thereafter, Lessee shall pay to Lessor as consideration for this Lease Agreement, the following amounts:

1. Fifteen percent (15%) of the gross dockage rental revenue received during the preceding calendar month.
2. Thirty cents (\$.30) per gallon of gasoline and diesel fuel sold on the premises during the preceding calendar month.
3. Fifteen percent (15%) of the gross sales from the operation of the Marina Store and other business activities conducted by the Lessee, said operations to include the sale of all items and services, exclusive of gasoline and diesel fuel.

Such lease payment shall be paid to the City within fifteen days of the close of each month. The minimum guaranteed annual lease payment shall be \$80,000. If the total of the monthly lease payments does not equal or exceed \$80,000, Lessee will pay the difference at the anniversary of this agreement so that the total annual payment equals \$80,000.

The lease compensation for the option years shall be negotiated between the parties, and shall not be less than those amounts specified in the preceding paragraph. The term Gross Revenue, as used herein, shall include all gross income or other compensation from the operation of and business activities conducted on the Property, including, but not limited to storage income, rental income and store income, whether paid in cash, by credit, note, pledge, trade or other services. With respect only to the sale of tickets for tour, Gross Revenue shall include only that portion of commission and/or other net income to Lessee which results from the sale of said tickets.

V OPERATOR'S (LESSEE'S) DUTIES

Lessee shall maintain possession of, and shall manage the Leased Property. Subject to this Agreement, any person dealing with Lessee shall have the right to fully rely on its powers and authority to bind the Property with regard to the use and occupancy thereof, excepting, however Lessee shall not have the authority to encumber or sublease real or personal property of Lessor except as provided in this Agreement.

Lessee agrees and shall be deemed to be an independent contractor, and shall perform the following duties:

(A) GENERAL MANAGEMENT DUTIES

Lessee shall operate, manage and maintain the Property during the term of this Agreement. Lessee shall at all times throughout the term of this Agreement operate and manage the Property solely as a public marina and recreation facility offering dockage and other marina related services for the use of and by the general public, and for no other purposes. Lessee shall operate the facility

as a first class facility, efficiently and with economy. These services shall include:

- (1) Collecting, recording and depositing all revenue receipts
- (2) Paying all marina related expenses incurred in the operation and management of the Property
- (3) Making rental agreements for docking and mooring of boats, provided, however, that all such rental agreements shall be subject to the terms and conditions of this Agreement and no such rental agreement shall be for a period of time extending beyond the term of this Agreement. Lessee shall maintain for a period of at least three (3) years after the termination of each such rental agreement a copy of the rental agreement and a record of the name, address, boat registration number and telephone number of each renter.
- (4) Sale of bait, tackle, ice, charts, ship's supplies and other items incidental to the boating public's needs at the Downtown Marina, and otherwise.
- (5) Maintaining a list of authorized boat and marine equipment maintenance and repair technicians for referral on a nonexclusive basis. General minor repairs and servicing of boats may be performed while docked or moored at the Downtown Marina in the water only. No boats or craft shall be removed from the water at the Property for repairs or maintenance. No power tools shall be utilized except as prescribed in the Marina Work Regulations and Slip/Space Rental Agreement.
- (6) TV, telephone, electricity and security to users of the Marina facilities
- (7) Information center and telephone, mail and messages services
- (8) Sale of fuel
- (9) Shower, rest room and laundry facilities for the use of persons docking and mooring boats
- (10) Other commercial activities and/or profit centers as shall be approved by the City Manager
- (11) Providing and maintaining sewage pump out facilities
- (12) Permitting and managing parking and enforcing parking ordinances and regulations applicable to the City Marina.

Lessor and Lessee agree that Lessee shall have the exclusive right to provide the above services on the Property.

In addition, Lessee shall comply with the City of Beaufort's Special Events parking plan when appropriate. This plan has been developed by City staff to ensure both the safety of the public and an orderly event. The plan is to be reviewed and updated annually.

(B) RATES AND FEES

All rates and fees for operating revenues shall be established by Lessee. However, Lessee agrees to perform a survey and analysis of comparable marinas' rates and fees on an annual basis and further agree to maintain rates and fees generally in line with those of other comparable marinas in the regional area. This survey and analysis shall be maintained in the Lessee's Marina Office for annual inspection and review.

(C) RULES AND REGULATIONS

Within 45 days from the execution of this Agreement, Lessee agrees to provide rules and regulations to the City Manager for the conduct of vessel owners and others using the leased Property. Such rules shall be furnished to each and every user, tenant, or concessionaire and shall be prominently displayed in the Dock Master's Office. Approval of such rules and regulations shall be obtained in writing from the City Manager, which approval shall not be unreasonably withheld. Lessee shall enforce these rules and regulations by immediate termination of docking privileges to the involved party. Notice of such enforcement policy shall be prominently displayed in the Dock Master's Office. Lessee shall ensure that each rental of a dock space shall contain a covenant by the renter to abide by the rules and regulations and to immediately vacate upon notice from the City or the Lessee of a violation of these rules and regulations. Additionally, Lessee will develop policies with respect to the installation of new features and commercial activities for the approval by the Lessor. The City shall retain the right to notify Lessee to revise the rules and regulations whenever the City Manager deems it necessary or desirable in the best interest of the City to do so.

(D) ADVERTISING AND MARKETING

Within 60 days from the execution of this Agreement, Lessee shall prepare a comprehensive Marketing Plan for the Downtown Marina and its facilities. This Marketing Plan shall be maintained on file in Lessee's Marina Office for periodic review by the City Manager. Lessee agrees to undertake an aggressive program to inform the public of the availability of services of the Downtown Marina. Lessor agrees to use its best efforts to assist Lessee in promoting the public use and enhancement of the Downtown Marina. Lessee further agrees to develop policies with respect to advertising and publicity of the Downtown Marina for the purpose of creating the greatest possible operational gross revenue. Lessee further agrees to work with area merchants and businesses, trade groups, the Beaufort Regional Chamber of Commerce and Main Street Beaufort to develop an integrated program of auxiliary services, such as hotel accommodations, car rentals and other services for marina users.

(E) FISCAL PROCEDURES

(1) All consideration that Lessee receives or may be entitled to by virtue of this Agreement, whether it be cash, checks, credit cards, discounts, promotional incentives, or any other type of consideration, shall be considered as Gross Operational Revenue, and shall be accounted for on record by Lessee. All considerations received by Lessee shall be immediately recorded on an acceptable recording device by date, type of consideration or revenue in category, and amount.

(2) Lessee shall transmit to Lessor a monthly revenue report, showing all considerations received by Lessee, within fifteen days of the end of each month.

(F) STAFFING

Lessee has the responsibility of hiring, supervising, disciplining and discharging all of its employees to fulfill this Agreement. All employees so employed shall be employees of Lessee and shall not be employees of the City. Lessee agrees to comply with all federal, state and local employment laws applicable to employment of its employees. Lessee shall not use contract workers unless such workers are engaged through an employment organization acceptable to the City. Lessee shall establish and implement an equal employment opportunity and affirmative action plan acceptable to the City.

Lessee is responsible for establishing the compensation rates and benefits of all its employees. Lessee is responsible for directly paying its employees each established pay period and for withholding any appropriate government prescribed deductions and directly remitting such deductions in a timely manner to the appropriate government agency.

(G) MAINTENANCE

Adequate funds shall be provided by Lessee for the maintenance of the Leased Premises. During the term hereof, Lessee shall, to the satisfaction of the City Manager, operate the Leased Premises in good condition. Lessee shall provide normal and routine maintenance of the Leased Premises, with the intention to keep the Leased Premises in a good state of repair, free from hazardous conditions and deterioration, and in a condition inviting and conducive to visits and usage by the general public. Normal maintenance and repair is defined as maintenance attributable to normal wear and tear to the leased premises. The City Manager, or his designee, may at his sole discretion inspect the Marina and its facilities upon 24 hour notice to the Lessee to ensure proper maintenance is being performed on the property. Such inspections may include, but not be limited to, all facets of the marina operation, docks, moorings

owned by the City, buildings, fuel stations, sewage pump-out equipment, parking areas and grounds.

The Lessor will be responsible for any major maintenance. Major maintenance is defined as a capital investment to the Marina, including, but not limited to, replacement of floats, fuel dispersal, delivery, and storage systems, and major collision damage. If there is a major capital investment because of Lessee's negligence, then said major capital investment is the responsibility of the Lessee. The Lessor will establish a capital reserve fund using a percentage of the lease payment.

(H) PERMITS AND LICENSES

Lessee shall insure that all federal, state and local permits and licenses necessary for lawful operation of the Marina are obtained. Lessor shall obtain and maintain in current and valid status all permits necessary for the development and continued operation of the Marina.

(I) CONFORMITY TO LAW

Lessee warrants, covenants and agrees to comply with all laws, ordinance, regulations and orders pertaining to the Leased Premises and the operations thereon. Lessee further covenants and agrees that it will not discriminate as to race, color, creed, sex, age or national origin in the use of the Property or in the employment of its personnel.

(J) ENVIRONMENTAL CONTAMINATION

Lessee is responsible for establishing, implementing and enforcing a program to prevent environmental contamination from the Marina operations including, but not limited to sewage waste spillage from the pump-out station, boats docked or moored at the marina, and fuel spills from the fuel lines/dock or from boats docked or moored at the marina. The standard to be used in the Environmental Contamination Prevention Program shall be consistent with the operation of a first class Marina and this Agreement. Lessee shall provide a comprehensive Hazardous Environmental Contamination Program to the City Manager for review and approval, which approval shall not be unreasonably withheld.

VI IMPROVEMENTS

Lessee agrees to notify the City Manager of the need for any extraordinary repairs, replacements, or capital improvements to the Marina facilities. Lessee shall not make any capital improvements or changes to the Leased Premises without the prior written consent of the City Manager.

VII CAPITALIZATION

- a) APPROVAL OF CAPITALIZED ASSETS: The LESSOR/City and the LESSEE/Griffin must obtain all approvals, permits, licenses, funding, etc. prior to the construction, improvement or repair of the items listed in Appendix A.
- b) CAPITALIZATION OF ASSETS: Capitalization of the Marina shall consist of those items listed in Appendix A.
- c) COST OF CAPITAL: The cost of repayment of loans or other borrowings for such capital may be accomplished by mutual agreement between LESSOR AND LESSEE and made part of this agreement through the following methods:
 - i. Private Borrowings by LESSEE
 - ii. Public Borrowings by LESSOR, secured by LESSEE.
 - iii. Public/Private Partnership between LESSOR and LESSEE.
- d) TIMING AND TIME FRAME OF CAPITALIZATION: All capital improvements will be made by dates agreed to in Appendix A, which shall be within the first ten (10) years of this contract. Assessment of the progress of capitalized improvements shall be made by the parties every two years of this Contract. Lessee covenants to exercise good faith in the timely commencement and completion of capitalized improvements. Upon the occurrence of circumstances outside the control of, and through no fault of Lessee (such as, for example, the current economic recession or lack of approval by City Council), which prevent Lessee from undertaking capitalized improvements, Lessee shall immediately make such circumstance known to Lessor. In such event, Lessor and Lessee shall meet to discuss possible adjustment to this Contract, which may include adjustment to the term, levels of service and/or lease compensation encompassed in this Contract.

VIII OWNERSHIP OF IMPROVEMENTS

All improvements and fixtures constructed or installed or located on the Property shall be and remain the property of the Lessor. All equipment and supplies constructed or installed or located on the Property and purchased with City funds shall be the property of the Lessor. Upon the expiration of termination of this Agreement, title and possession to the Property, all permanent improvements, fixtures and equipment shall be peacefully surrendered and delivered to Lessor.

IX RISKS OF DAMAGES OR LOSSES

Lessee assumes all risks of damage or loss to its property for any cause whatsoever which shall include, but be restricted to any damage or loss that may occur to its merchandise, goods or equipment, covered under this Agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or waste water in or about the Property, or from hurricane or any act of God, or any act of negligence of any user of the Property, or occupants of the managed premises, or any person whatsoever.

X DESTRUCTION

In the event the Lease Premises shall be destroyed or so damaged or injured by fire, hurricane, decay or any other casualty, during the life of this Agreement, whereby the Property shall be rendered untenable, Lessor shall render said premises tenable by repairs commencing within thirty (30) days. During any period of reconstruction, the Marina will be operated by Lessee to the extent possible. The lease payments made by Lessee to Lessor shall be reduced proportionately to the time required to render the repairs. In the event the Property is substantially destroyed or so damaged or injured by fire, hurricane, decay or other casualty, that the Property cannot be rendered tenable or Lessor elects not to repair or replace the Property within thirty (30) days, or within such additional period of time as agreed to by the Lessee, then this Agreement may be terminated at the option of the Lessor and the lease payments by Lessee to Lessor shall be payable only to the date that the Property was rendered untenable. Further, any insurance proceeds paid to either party as a consequence of the destruction of the Property shall be shared by the Lessor and the Lessee in proportion to their respective interests as set forth herein. If any insurance proceeds are paid solely for business economic loss, such proceeds shall be retained by the party securing such insurance coverage.

If all or any substantial part of the building, or the land on which the building stands, or any estate therein is taken by virtues of eminent domain, or is conveyed or lease in lieu of a taking, and the taking shall in the reasonable judgement of Lessee make the operation of Lessee's business on the demised premises impractical, Lessee shall have the right to terminate this Lease by giving Lessor written notice of the termination within thirty days after the taking. If Lessee does not elect to terminate this Lease, Lessor shall at its own expense repair and restore the Leased Premises to a tenant able condition and the rental to be paid by Lessee under this Lease shall be proportionately and equitably reduced. Widening of streets abutting the land on which the building stands shall not affect this Agreement, provided no part of the building is taken. Lessee shall not be entitled to any part of any condemnation award or any payment in lieu thereof.

XI INDEMNIFICATION

Lessee covenants and agrees that it shall indemnify and save harmless Lessor from and against any and all claims, suits, actions, damages or causes of action arising during the term of the Agreement for any personal injury, loss of life or damage of property sustained in or on the Property, by reason of or as a result of the Lessee's management and operation thereof, or from the acts, errors and/or omissions of Lessee's employees or agents, and from and against any orders, judgements or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in connection with the defense of any such claim, and the investigation thereof. Provided, however, that before Lessee shall become liable for said costs and expenses, Lessee shall be given notice, in writing by the City Manager, that said costs and expenses are about to be incurred, and Lessee shall have the option to make the necessary investigation and employ counsel of Lessee's own selection for the necessary defense of any such claims or actions. Lessor may, at its option, retain its own counsel at its sole costs and expense, in addition to the provisions set forth above.

XII RIGHT TO EXAMINE PROPERTY

Lessee shall make available for inspection by the City Manager or his designee all areas of the Leased Premises under Lessee's management, at any time, for any purpose the City Manager deems necessary, or incidental to or connected with the performance of the Lessee's duties and obligations hereunder. An employee of Lessee shall attend the City Manager or his designee on all inspections of the Property.

XIII DEFAULT

Default of this Agreement shall include any of the following:

1. Any portion of the lease amount payable under this Agreement is not paid when due,
2. The Leased Premises are deserted, vacated, or not used as regularly or consistently as would normally be expected for similar premises put to the same or similar purposes, even though Lessee continues to pay all lease payments,
3. Any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Act,
4. Lessee shall become insolvent or transfer property in fraud of creditors,
5. Lessee shall make an assignment for the benefit of creditors,
6. A receiver is appointed for any of Lessee's assets
7. Lessee allows this Lease Agreement, any interest in this Agreement, or any interest in the Leased Premises, to be taken or encumbered under

- any legal process and the taking or encumbrance is not dissolved within 20 days,
8. Tenant breaches or fails to comply with any other term, provision, condition, or covenant of this Lease and the breach or failure shall continue for 30 days after written notice from Lessor.
 9. Failure to maintain insurance coverage as stipulated in this Agreement.

In the event of Default, Lessor shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted to it by law or in equity or by this Lease:

- (i) Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor and Lessor shall have the right immediately to re-enter the premises and repossess it and remove all persons and effects from it, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort;
- (ii) Without terminating this Agreement, declare the entire amount of the rent that would accrue for the unexpired term to be at once due and payable to the Lessor, and it shall be lawful for Lessor to re-enter the premises and as agent for Lessee to remove all persons and effect from it without hindrance or prejudice to this right to distrain from all rent that may be due. However, the collection by Lessor from Lessee of the entire rent for the unexpired term shall entitle Lessee to all of Lessee's rights under this agreement for the unexpired term.

XIV REMOVAL OF EQUIPMENT

Upon termination of this Lease, Lessee may remove all of its equipment and personal property from the Leased Premises provided all covenants and conditions hereof, including the payment of rent, have been complied with; provided, however, that Lessee shall restore the Leased Premises to substantially the same condition in which they were at the time Lessee took possession, ordinary wear and tear excepted.

XV CONSTRUCTION

Lessee shall make no addition, alteration, or adjustment to the Property, nor shall it apply for construction permits of any kind without first having obtained the written consent of the City Manager, which consent shall not be unreasonably withheld. All requests shall be in writing and shall include plans and specifications pertaining to such proposed construction. All permits must be received from the appropriate governmental agencies prior to undertaking any repairs, alterations, additions or improvements. All permanent alterations, improvements or repairs made or installed by Lessee shall be the property of Lessor.

XVI RIGHT TO AUDIT RECORDS

Lessee shall maintain books and records in sufficient detail to meet generally accepted accounting practices. Said books and records shall be accessible to Lessor at reasonable times, upon three days notice to Lessee. Lessee grants to Lessor the right and authority to audit all records, documents and books pertaining to the operation and management of the Property. Further, Lessor reserves the right to perform unannounced cash audits of Lessee's operations.

XVII INSURANCE

Lessee shall purchase the following types and amounts of insurance, in form and company satisfactory to Lessor:

1. Workers' Compensation Insurance for all actual and statutory employees of Lessee, employed at the Marina or otherwise required to fill the terms of this Agreement. This insurance shall be in such amounts as shall fully comply with the South Carolina worker's Compensation Act as amended.
2. Commercial General Liability Insurance, including coverage for premises/operations, independent contractors, products/completed operation, environmental contamination and personal injury insuring Lessee and Lessee's employees. Said liability insurance shall name Lessor as an additional insured and shall include contractual liability insurance applicable to Lessee's obligations under the paragraph of this Agreement entitled "Indemnification".

The limit of coverage for commercial general liability insurance shall be no less than \$1,000,000 for injury or death to any one person, no less than \$2 million for potential hazardous environmental contamination, and no less than \$2,000,000 for injury or death to two or more persons as a result of any one occurrence, and no less than \$1,000,000 per occurrence for property damage. Lessee shall ensure that the Commercial General Liability Insurance herein shall not have an "environmental exclusion" clause that offers no protection or limits the protection to the City by the Lessee in the event of an environmental contamination resulting from operations of the marina.

3. Automobile Liability Insurance if Lessee uses a vehicle in the performance of the obligations of this Agreement, with limits of liability no less than \$1,000,000 per person; \$1,000,000 per occurrence; \$1,000,000 property damage per occurrence or Bodily Injury/Property Damage \$2,000,000 Combined Single Limit.

4. Marina Operation Legal Liability and Protection and Indemnity Insurance in the amount of \$2 million insuring Lessee and adding Lessor as an additional insured.

Lessee shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than 45 days advance written notice of cancellation to:

City Manager
City of Beaufort
PO Box 1167
Beaufort, SC 29901-1167

Lessee shall file replacement certificates 30 days prior to expiration or termination of any required insurance which may occur prior to the expiration of this Agreement.

Lessor will purchase property insurance coverage for its real and personal property. This insurance will include the perils of fire, extended coverage and boiler and machinery coverage. If Lessee wishes to purchase insurance on its own personal property, it may do so at its own costs and such amount may not be charged back to Lessor.

XVIII NOTICES

All notices shall be sent to the following addresses:

To Lessor:
Beaufort City Manager
PO Box 1167
Beaufort, SC 29901-1167

To Lessee
Griffin Enterprises, Inc
1010 Bay Street
Beaufort, SC 29902

XIX HURRICANE AND EMERGENCY

Lessee shall, during any emergency such as hurricane, flood, fire or any type of disaster, coordinate with Lessor for the security of the Property. Lessee shall use its best efforts during an emergency to safeguard the Property.

XX NON-ASSIGNABILITY CLAUSE

Lessee is Griffin Enterprises, Inc., whose principal is Rick Griffin. This Agreement was awarded to Lessee based upon the representation to Lessor that Rick Griffin would be the active principal and the local provider of management and operation services, and would maintain an office at the Marina. The failure for any reason for Mr. Griffin to so remain for a period exceeding six months shall cause this Agreement to terminate. This Lease Agreement may not be assigned by Lessee without prior written approval of Lessor and Beaufort City Council. Any assignment, transfer or conveyance of a controlling interest of Lessee to persons who are not stockholders as of the date of this Agreement shall be deemed assignment requiring Beaufort City Council's approval.

XXI HOLDING OVER

If Lessee remains in possession of the Leased Premises after expiration of the term with Lessor's acquiescence and without any written agreement executed by both Lessor and Lessee, Lessee shall be a tenant from month to month. The tenancy shall be subject to all the provisions of this Agreement except the provision regarding the term, and there shall be no renewal of this Agreement by operation of law.

XXII ENTIRE AGREEMENT

The provisions of the Agreement constitute the entire contract between the parties and no prior agreements or representations shall be binding upon any of the parties unless incorporated in this Agreement. No modification, release, discharge, or waiver of any of the provisions hereof shall be of force and effect unless in writing and signed by both parties. The failure of either party to insist in any instance on the strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of the covenant, condition or option in any other instance.

XXIII HEADINGS

The headings in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provision.

XXIV SURVIVAL OF OBLIGATIONS

The parties hereto agree that this Lease Agreement shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

GRIFFIN ENTERPRISES, INC

By: _____
John M. Griffin, Jr.
President

Witness

Witness

CITY OF BEAUFORT
SOUTH CAROLINA
A Municipal Corporation

By: _____
Scott Dadson, City Manager

Witness

Witness

Attest:

By: _____
City Clerk

Witness

Witness

Approved:

By: _____
William B. Harvey, III
City Attorney

MARINA LEASE AND OPERATION AGREEMENT
APPENDIX A

Proposed Capitalization Projects

- 1 Building Renovations
 - a) Replace roof shingles/repair & paint exterior trim on store
 - b) Paint roof/repair and replace exterior trim on shower/laundry building
 - c) Renovate interior of showers and laundry to include painting walls, tiling floor, replacing fixtures
- 2 Mooring Buoys
 - a) Placement of 10-15 mooring buoys in the anchorage west of the facility
- 3 Security
- 4 Electrical Issues
 - a) New power pedestals on Dock H
 - b) Low voltage issues
- 5 Deck Replacement on Dock H
- 6 Dock Expansion Options
 - a) New transient dock
 - b) Extension of slips 9, 11, 13, & 15 on Dock H
 - c) Extension of Docks D, E, F, & G
- 7 Store Expansion/Replacement
- 8 Daydock Expansion

PROPOSED RESIDENTIAL RENTAL INSPECTION PROGRAM
March 3, 2011

- Concept: inspection of a residential rental unit will be required before a new tenant occupies the unit.
- Purpose: increase quality of rental housing in the City; increase quality of life for rental residents; reduce fire, building code, and property maintenance code violations.
- Will apply city-wide (not just to selected neighborhoods).
- England Enterprises (City Building Codes staff) will conduct the inspection.
- Inspection fee will be \$100; reinspection fee will be \$50.
- If inspection is scheduled by 4:00 PM, the inspection will be conducted the next day.
- Will work with owners of “apartment complexes” to develop a memorandum of agreement for complex manager to conduct inspections according to City criteria. There might be a quarterly or annual review of these private inspections.
- Ordinance should probably be part of City Code (verses zoning ordinance). Could be in Part 6, “Health and Sanitation.”
- Violations would be a misdemeanor.
- Landlords would be notified of the new regulations by getting a list of the 6% residential properties from the County Tax Assessor and mailing a letter.

CHAPTER 1

ADMINISTRATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the *Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare in so far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

102.1 General. The provisions of this code shall apply to all matters affecting or relating to structures and premises, as set forth in Section 101. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner’s designated agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Fuel Gas Code*, *International Mechanical Code* and the *ICC Electrical Code*. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

102.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer’s installation instructions.

102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.

103.2 Appointment. The code official shall be appointed by the chief appointing authority of the jurisdiction; and the code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees.

ADMINISTRATION

103.4 Liability. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties.

Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of property maintenance inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 General. The code official shall enforce the provisions of this code.

104.2 Rule-making authority. The code official shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of this code; to secure the intent thereof; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code, or of violating accepted engineering methods involving public safety.

104.3 Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.4 Right of entry. The code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

104.5 Identification. The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The code official shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Department records. The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.

SECTION 105 APPROVAL

105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

105.2 Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency.

105.3.2 Test reports. Reports of tests shall be retained by the code official for the period required for retention of public records.

105.4 Material and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved.

SECTION 106 VIOLATIONS

106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

106.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 107.

106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

SECTION 107 NOTICES AND ORDERS

107.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

107.4 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

107.5 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination,

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

**CITY OF BEAUFORT
RESIDENTIAL RENTAL INSPECTION CHECKLIST**

Address: _____

Date: _____

- One room minimum 12 sq. ft. (10 x 12)
- Accessory structures are permitted and are not occupied
- No double key dead-blots on exit doors
- Sleeping rooms have two forms of egress
- Smoke detectors in sleep rooms and halls and on each floor level
- Ceiling height 7 ft. minimum
- Dwelling units properly heated
- Windows, intact, screens (if supplied) intact
- Doors & hardware functional, keyed locks
- Window-bars/quick release all bedrooms
- Windows operable in habitable rooms must meet minimum code requirements for egress

- Sinks, tubs, & showers drain properly and are waterproof with no leaks
- Water heater vented with seismic straps & adequate combustion air
- No plumbing or sewage leaks
- Hot & cold running water
- No damaged electrical fixtures
- Electrical cover plates installed
- Kitchen stove & sink in good repair
- Minimum 1 toilet, sink, tub/shower
- Wall & floor coverings in good condition
- All units clean & sanitary

- Fire extinguishers installed/charged/inspected annually
- GFCI electrical receptacles (if supplied) as required by code
- Foundation vent screens intact
- Paint & roofing in good condition
- Halls, stairwells & exits will be lighted
- Adequate exterior lighting
- No insects, rodents or vermin
- Exits clear and not blocked
- Dwelling units open to hall or outside

- Lot cut (grass 6" maximum)
- Lot free of debris
- No unlicensed or inoperable vehicles on premises

- Roll-cart and recycling bin present (call City Public Works if not present)

City of Beaufort Department of Planning and Development Services

M E M O R A N D U M

TO: Scott Dadson, City Manager

FROM: Libby Anderson, Planning Director

DATE: April 12, 2012

SUBJECT: Request from County to Participate in Funding Transportation Model

=====

You asked for input regarding Gary Kubic's request to contribute \$2,000 to assist in funding a regional transportation model.

The City has been participating in discussions on this issue since the concept was first proposed in 2008. The advantage of the model is that it is regional (accounts for traffic impacts beyond just Beaufort County); it will coordinate the various traffic models already in use (Beaufort County has their own model, Hilton Head their own, Jasper County their own); and will be based on the current 2010 Census data. The City's share of the cost is minimal--\$2,000--and will demonstrate our support for regional cooperation and planning, and at the same time, provide an additional opportunity for city input on transportation planning and policy.

Concerns have been expressed in the past about the decisions that can result from reliance on narrowly-focused transportation models (ex., over-engineered road widenings or intersection improvements); however, the City's participation in the modeling effort does not mean automatic approval of any subsequent recommendations. We will use the results as one (important) piece of information as we make land use policy decisions in the City and the larger growth area.

Note that the City's comprehensive plan recommends establishment of an "ongoing multi-jurisdictional transportation planning process" (recommendation AM 1.1, page 145). This may be the time to time to approach the County about establishing such group.

I talked with Linda Bridges in Port Royal. Port Royal shares our perspective on transportation models and their resulting policies/programs, but they also believe that their \$2,000 contribution will result in useful information for future planning efforts.

Please contact me with any questions.

Thank you.

Memorandum

To: Scott Dadson
From: Shirley Hughes
Date: 4/15/2011
Re: Purchase of Additional Police Vehicles

You are in receipt of the memo from the Police Department requesting to purchase additional vehicles using Insurance Reimbursement proceeds, available capital funds, trade-ins of 7 vehicles, and unbudgeted carriage tour revenues. Through this process, the department will reduce its fleet from 54 to 49 vehicles. In addition, it will be using vehicles that are more fuel efficient.

Butler has the state contract for Dodge 2010 vehicles.

The amount needed after trade-ins and use of Insurance from totaled vehicles and other available budgeted amounts = \$59,875 plus tax.

We did not budget for Carriage Fees of \$53,462. There are also funds in MISC revenue that were not budgeted that could be used to make up the difference. We can reduce the amount needed if we considered transferring the second City Hall pick-up to Police (savings = \$19,500).

Total for new	\$112,684
Transfer Truck	-19,500
Trade In value	-22,000
Sales Tax	<u>+4,983</u>
Total due	76,167
Current budget-capital	-7,000
Insurance Reimbursement	-15,705
Carriage Fees	<u>-53,462</u>
	-0-

I have also looked at areas in the budget that may be overspent – example: Burton Fire, City Council contract services, Finance audit and tuition assistance as well as Fire for items for new truck, Stormwater, Streets and Traffic equals approximately \$305,000.

We did not budget for State Revenue Sharing (\$227,340 – should have one more payment this FY), Misc revenue, Other Insurance Reimbursement, approximately \$312,000.

This proposal makes sense in that it updates some vehicles, reduces the number of vehicles overall and provides vehicles that get better gas mileage and it will reduce maintenance costs.

If we choose not to go forward – we are short on useable vehicles, maintenance costs continue to escalate and we have unusable vehicles taking up space around the complex.

My recommendation is to accept the proposal – transfer the spare City Hall Truck to Police and go forward.



Beaufort Police Department

*Moving forward into the future...
While preserving our heritage with...
Community Policing*

MATTHEW J. CLANCY
Chief of Police

TO: Deputy Chief McDorman
FROM: Chief Clancy *MJC*
DATE: March 31, 2011
SUBJ: Police Department Fleet
REF: Fleet Proposal Dated March 31, 2011

I have reviewed your proposal to update the vehicle fleet and dispose of excess vehicles. The proposal makes sense and supports our efforts to streamline and improve efficiency. This plan will improve gas mileage, save on maintenance costs and insurance premiums. In addition there are intangible benefits to morale and the public image of the agency. Please forward this request to Ms. Hughes for review.



BEAUFORT POLICE DEPARTMENT
1901 BOUNDARY STREET
Suite 102
BEAUFORT, SC 29902

Dale McDorman
Deputy Chief of Police

To: Chief M. Clancy *MSC*
From: Deputy Chief D. McDorman
Date: 31 March 2011
Subj: Police Department Fleet

Sir, in keeping with our goal to provide a more efficient service for the City and its residents, I have taken a look at our current fleet and would recommend some changes. I am well aware that funds are limited and although my proposal will call for spending money, I believe the savings in Insurance premiums, Maintenance costs of vehicles with excessive mileage and a more fuel efficient fleet, the upfront cost is money well spent and makes sense.

At the beginning of FY11 our fleet consisted of 54 active vehicles and several retired vehicles. Through the purchase of replacement vehicles, the City auction and two vehicles being totaled, our current vehicle inventory is 51 active vehicles. I believe through some smart purchases our fleet could be reduced to 49 vehicles. This reduction in numbers would require a few existing vehicles be replaced with newer lower mileage vehicles. Although reduction by purchasing new on the surface does not seem to make sense, yearly insurance savings alone will be approximately three thousand dollars per year. Attached is a list of vehicles I believe we should have in our inventory and a series of spreadsheets designed to show the fleet progression I am recommending and the cost to move in this direction. It should be noted that I have not listed the Storm recovery vehicle. After your review and approval, I would request your approval to forward this request to Ms. Hughes, Assistant City Manager.

Below are the type of vehicles needed for our fleet and a brief note on how each is used. "Marked Patrol" is obvious and is not listed other than how many.

Marked Patrol Cars- 36. That is 34 for active officers and two spares to cover breakdowns or damaged vehicles.

Unmarked Police Vehicles- 12. Crown vics and dodge chargers for Command Staff, Investigators, Training, Victims Advocate and one academy/admin car

Special Use- 1 pickup truck assigned to the downtown officer. A pickup truck is needed for moving the Speed Trailer, and during emergencies, scheduled street closures and other events, taking barricades and cones to locations as needed. A pick up truck is also used to do special enforcement at Intersections throughout the City.

Under this plan, there would be only three vehicles parked at any given time and all vehicles would have a function in todays operations.

Vehicle Replacement

<u>Marked Patrol Cars</u>	Price		<u>Administrative/Unmarked</u>	Price
2010(New)Dodge Charger	\$ 20,512.00		2010 (Used)Dodge Charger	\$ 15,000.00
Graphics Install	\$ 500.00		2010 (Used) Dodge Charger	\$ 14,300.00
Light Bar	\$ 1,200.00		2010 (Used) Dodge Pickup	\$ 19,500.00
Center Console	\$ 257.00		Equipment Install (Total)	\$ 2,400.00
Computer Stand	\$ 313.00		Emergency Equip (total)	\$ 1,500.00
Cage	\$ 500.00			
Push Bumper	\$ 210.00			
Aux Blue Lights	\$ 500.00			
Digital Camera	\$ 5,000.00			
Equip. Install	\$ 1,000.00			
Total per Vehicle	\$ 29,992.00	2	\$ 59,984.00	\$ 52,700.00
			Total Purchase Price	\$ 112,684.00

Purchase Price, 3 marked Patrol cars and 3 unmarked/admin cars

CITY OF BEAUFORT
DEPARTMENT REQUEST FOR
CITY COUNCIL AGENDA ITEM

*** (Deadline for Submission - Wednesday Noon
Prior to Tuesday's Meeting) ***

TO: City Council

DATE: April 11, 2011

FROM: City Manager

AGENDA ITEM TITLE: Amend the FY2011 to fund the purchase of Police vehicles

MEETING DATE: April 26, 2011

BACKGROUND INFORMATION: (Attach additional pages if necessary)

This action amends the budget for the purchase of additional police vehicles as outlined in the attached materials.

APPROVAL BY CITY MANAGER: **APPROVED** **NOT APPROVED**

CITY ATTORNEY APPROVAL REQUIRED **YES** **NO**

PLACED ON AGENDA FOR:

REMARKS:

Council action:

Approve first reading to amend the FY2011 budget and schedule second reading for May 10, 2011

DESCRIPTION	FY 2009	FY 2010	FY 2010	FY 2011
	ACTUAL	FINAL BUDGET	As of 4/22/2010	AMEND #3
GENERAL FUND				
REVENUES				
Taxes	7,064,626	6,923,699	5,352,614	7,313,704
Licenses & Permits	3,706,174	2,747,655	1,965,168	3,234,662
Intergovernmental Services	1,284,519	1,138,960	963,766	1,298,040
Charges for Services	1,392,164	1,375,283	577,803	1,039,919
Fines & Forfeitures	341,328	311,450	279,104	280,100
Miscellaneous	401,560	1,842,263	107,626	142,022
Total Operating Revenues	\$ 14,190,371	\$ 14,339,310	\$ 9,246,082	\$ 13,308,447
Appropriated Fund Balance/Transfers	-	-	-	713,635
GO Bond Debt Service Tax Revenue	-	1,158,290	919,795	1,159,376
Total Operating & Debt Revenues	14,190,371	15,497,600	10,165,877	15,181,458
EXPENDITURES				
Non-Departmental	282,718	734,809	518,721	710,810
City Council	139,887	156,855	121,928	171,818
City Manager	678,988	604,103	449,308	617,700
Finance	562,580	509,530	351,017	475,980
Information Technology	239,583	302,126	223,782	353,131
Court & Legal	516,994	469,394	273,142	384,698
Planning	958,657	541,942	366,981	516,296
Police	3,871,421	3,741,871	2,717,195	3,780,527
SRO Officers	181,700	206,310	163,604	216,662
School Crossing Guards	36,077	47,354	25,316	36,900
Victims Rights	57,592	61,599	44,285	59,281
Fire	2,036,691	1,963,394	1,654,230	2,591,726
Port Royal Fire	575,303	650,422	463,305	709,110
Public Works Administration	175,106	338,750	256,982	339,828
Streets	679,762	601,645	575,297	514,532
Parks	1,140,710	731,338	550,276	545,737
Traffic Control Maintenance	133,700	142,302	91,309	148,322
Vehicle Maintenance	62,890	121,153	86,499	67,277
Stormwater	314,053	945,068	582,619	525,897
Solid Waste	907,246	939,548	469,172	788,184
Debt Service	851,632	529,797	0	467,666
Total Operating Expenditures	\$ 14,403,290	\$ 14,339,310	\$ 9,984,968	\$ 14,022,081
GO Bond Debt Service	-	1,158,290	1,158,290	1,159,376
Total Operating & Debt Expenditures	14,403,290	15,497,600	11,143,258	15,181,458