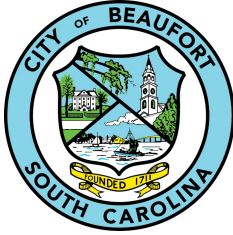


Please click the link below to join the webinar:
<https://us02web.zoom.us/j/84881447527?pwd=LujVxoyraMqLL0fDqaZHvAFUNYFct.1>
Passcode: 027270 +19292056099 Webinar ID: 848 8144 7527



CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL REGULAR MEETING AGENDA
August 27, 2024

STATEMENT OF MEDIA NOTIFICATION

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

REGULAR MEETING - Council Chambers, 2nd Floor - 7:00 PM

Please note, this meeting will be broadcasted via zoom and live streamed on Facebook. You can view the meeting at the City's page; City Beaufort SC

I. CALL TO ORDER

- A. Philip Cromer, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

- A. Mayor Pro Tem, Michael McFee

III. PUBLIC COMMENT - AGENDA ITEMS

- A. PLEASE LIMIT YOUR REMARKS TO FIVE MINUTES - The Mayor may interrupt public comments that continue past five minutes, are not related to an agenda item, or are disruptive - Persons violating these rules may be required to leave the meeting

IV. MEETING AGENDA APPROVAL

V. CONSENT AGENDA

- A. Community Development Monthly Report
B. Downtown Operations Monthly Report
C. Finance Department Monthly Report
D. Fire Department Monthly Report
E. Human Resources Monthly Report
F. Municipal Court Monthly Report
G. Police Department Monthly Report
H. Public Works Monthly Report
I. Request from The Exchange Club of Beaufort for co-sponsorship to host The 2024 Patriot's Day and award ceremony in the Henry C. Chambers Waterfront Park and ten (10) complimentary parking passes on Wednesday, September 11, 2024, from 5:30 pm -6:30 pm
J. Request for co-sponsorship from Dragon Boat Beaufort for use of the Henry C.

Chambers Park, Day Dock, and complimentary parking to host Dragon Boat Race Day 2025 on Saturday, June 28, 2025.

- K. Request for a Public Assembly for Historic Beaufort Foundation to host the 2024 Fall Festival of Houses & Gardens on October 19 & 20, 2024
- L. Request from TCL PTA Club to host Jingle All The Way 5K from TCL on the Spanish Moss Trail on December 14, 2024, from 9:00 am - 12:00 pm
- M. Request from Beaufort Area Hospitality Association for bridge and street closures to host Beaufort Oyster Festival 5K on Saturday, January 18, 2025, from 7:45 am to 9:30 am
- N. Request from Beaufort County Veteran's Affairs for street closures to host Veteran's Day Parade on Monday, November 11, 2024, from 8:00 am to 12:00 pm
- O. McKinney and Cassidy wedding reception requests a waiver of drinking in public, alcohol in a city park, and a waiver of the noise ordinance for a wedding reception on Saturday, October 17, 2024, from 9:00 pm - 12:30 am in the Henry C. Chambers Waterfront Park
- P. Judy Hazel requests a waiver of the noise ordinance to host a 100th birthday party in the Washington Street Park on September 7, 2024, from 1:00 pm - 9:00 pm.
- Q. Lawson wedding rehearsal dinner requests a waiver of drinking in public, alcohol in a city park, and a waiver of the noise ordinance for a wedding rehearsal on Friday, November 18, 2024, from 4:00 pm - 7:00 pm in the Whitehall Park

VI. MINUTES

- A. Worksession and Regular Meeting - July 9, 2024

VII. OLD BUSINESS

- A. Ordinance approving the sale of real property located in the Beaufort Commerce Park and owned by the City of Beaufort, South Carolina to Dolnik Properties, LLC - First Reading

VIII. NEW BUSINESS

- A. PUBLIC HEARING AND FIRST READING - An Ordinance to amend the Comprehensive Plan of the City of Beaufort, to add a Housing Impact Analysis as an Appendix Item to the Housing Chapter
- B. An Ordinance to amend the Code of Ordinances for the City of Beaufort, South Carolina, Chapter 12, Sec. 7-12006, Permitted Uses of Fees- First Reading
- C. An Ordinance to amend the Code of Ordinances for the City of Beaufort, South Carolina, Chapter 12, Sec. 7-13006, Permitted Uses of Fees- First Reading
- D. A nunc pro tunc ordinance ratifying the leasing of real property owned by the City of Beaufort, South Carolina and known as Beaufort's Downtown Marina to SHM Beaufort, LLC - First Reading
- E. Ordinance to amend Fiscal Year 24 Budget for Revenues and Expenditures of General Fund and Parks and Tourism Fund- First Reading
- F. Ordinance to Amend FY25 Budget for Revenues and Expenditures of General Fund, ARPA Fund and Capital Projects Fund - First Reading
- G. An ordinance approving the grant of a Utility Easement encumbering real property owned by the City Of Beaufort, South Carolina to Beaufort Jasper Water and Sewer Authority - First Reading

- H. Memorandum of Understanding with Beaufort County for Boundary Street - Logan Vista Maintenance
- I. Resolution to support the recommendation to the Governor of South Carolina for the nomination of the Beaufort County "Carolina Bight" estuary system in the National Estuary System
- J. Spoken word ministries request co-sponsorship and approval to host a prayer event at the Waterfront Park pavilion on September 20, 2024, from 6:00 pm -9:00 pm
- K. Spoken word ministries request co-sponsorship, a waiver of the noise ordinance, and approval to host a prayer event at the Whitehall Park pavilion on October 12, 2024, from 1:00 pm - 5:00 pm

IX. PUBLIC COMMENT - NON-AGENDA ITEMS

- A. PLEASE LIMIT YOUR REMARKS TO FIVE MINUTES - The Mayor may interrupt public comments that continue past five minutes, or are disruptive - Persons violating these rules may be required to leave the meeting

X. REPORTS

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

XI. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding contracts, leases and agreements; and discussion regarding the purchase or sale of property

XII. ADJOURN



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/15/2024
FROM: Curt Freese, Community Development Director
AGENDA ITEM
TITLE: Community Development Monthly Report
MEETING
DATE: 8/27/2024
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

Monthly report for June 2024.

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Community Development Monthly Report	Backup Material	8/15/2024



CURRENT PROJECTS

JULY 1, 2024

Issued Project Permits:

COMMERCIAL (Issued)

- Pine Court Apartments, 2305 - 2317 Pine Court S. – new 60-unit apartment complex (5 buildings) **issued – Resubmitted 8/2022 – Reissued 10/25/22**
- New Commercial Shell Building – 3668 Trask Pkwy. (Unknown tenant) **Issued 1/10/22**
- Beaufort Station – 301 Robert Smalls Pkwy. – Site Work Only – **Issued 4/7/22**
- Commercial Shell Bldg. – Beaufort Station Outparcel - 351 Robert Smalls Pkwy **Issued 7/14/22 (extended)**
- Commercial Shell Bldg. – Beaufort Station Outparcel - 341 Robert Smalls Pkwy **Issued 7/14/22 (extended)**
- Commercial Shell Bldg. – Beaufort Station Outparcel - 331 Robert Smalls Pkwy **Issued 7/14/22 (extended)**
- Beaufort Station – Shell Bldgs. – 365 – 379 Robert Smalls Pkwy. – 8 units – **Issued 8/23/22 (extended)**
- Tabby Place Expansion – 913 Port Republic St. – **Issued 12/20/22 (extended)**
- Site Work Only – 918 Craven St. – **Issued 12/20/22 (extended)**
- New Hotel – 800 Port Republic St. – **Issued 12/21/22 (extended)**
- Parking Garage – 918 Craven St. **Issued 12/21/22 (extended)**
- Gray Tract A Apt Bldgs. – 442 Robert Smalls Pkwy. – Site Work Only – **Issued 12/19/22**
- Ross Dress for Less – 369 Robert Smalls Pkwy – Tenant Upfit – **Issued 1/6/23**
- Petsmart – 379 Robert Smalls Pkwy – Tenant Upfit – **Issued 1/6/23**
- Mattress Firm – 341-D Robert Smalls Pkwy – Tenant Upfit – **Issued 1/6/23**
- Gray Tract A Apt Bldgs. – 442 Robert Smalls Pkwy. – **Issued 1/31/23**
- Store N Go – 100 Lady's Island Commons – 3 Story Building – **Issued 4/13/23**
- Salem Bay Amenity Ctr - 1206 Salty Hammock Ct. – **Issued 4/28/23**
- Pintail Pointe Apts. – 2233 Boundary St. – 3 Apts. Buildings **Issued 5/23/23**
- Harris Teeter C-Store – 169 Sea Island Pkwy. – **Issued 6/13/23**
- Harris Teeter Grocery Store – 163 Sea Island Pkwy. – **Issued 06/13/23**
- Hobby Lobby – 363 Robert Smalls Pkwy. – **Issued 11/20/23**
- Valvoline Oil Change – 149 Sea Island Pkwy – New Building **Issued 12/1/23**
- Five Below – 365 Robert Smalls Pkwy. Tenant Upfit - **Issued 12/6/23**
- South Atlantic Bank – 37 Robert Smalls Pkwy – New Building **Issued 12/19/23**
- BMH – 955 Ribaut Rd – Large Interior Renovations **Issued 12/19/23**
- Storage Facility – 1 Parris Island Gtwy. – **Issued 1/18/24**
- Carrington Manor - 2247 Boundary St. – Senior Living Bldg. **Issued 1/25/24**
- Take 5 Oil Change – 30 Robert Smalls Pkwy – **Issued 2/5/24**
- Commercial Use – 1401 Duke St – **Issued 2/20/24**
- Southside Park – 2614 Southside Blvd – **Issued 2/29/24**

COMMERCIAL (Issued) - Continued

- BMH Daycare – 5 Verdier Bluff Rd – **Issued 3/21/24**
- Hanover Park – 139 Robert Smalls Pkwy - Phase 1 Site Work Only **Issued 4/9/24**
- Hanover Park – 139 Robert Smalls Pkwy - Phase 2 Site Work Only **Issued 4/10/24**
- Pointe Grand Apts. – 135 Burton Hill Rd - Site Work Only **Issued 4/10/24**
- Parker's Kitchen - 311 Robert Smalls Pkwy – New Building – **Issued 5/22/24**
- Old Navy - 367 Robert Smalls Pkwy – Tenant Upfit – **Issued 5/29/24**

COMMERCIAL (Pending)

- Chambers Cottage – 809 Port Republic St. (**Outstanding items – been reviewed**) (**Extended**)
- Sweetwater at Battery Creek Apartments – Site & Buildings (**In review**)
- Watercrest Apartments – 211 Broad River Dr - Site Work Only (**Outstanding items – been reviewed**)
- 3-Story Apt Bldg. w/1st Floor as Comm'l – 211 Charles St. – (**In review**)
- Panda Express - 341-A Robert Smalls Pkwy – Tenant Upfit – (**Outstanding items – been reviewed**)
- Americas Best – 341-C Robert Smalls Pkwy – Tenant Upfit - (**Outstanding items – been reviewed**)
- Mattress Firm - 341-D Robert Smalls Pkwy – Tenant Finishes – (**Outstanding items – been reviewed**)
- Books a Million – 11 Robert Smalls Pkwy (Unit A-1) – Tenant Upfit - (**Outstanding items – been reviewed**)

SF RESIDENTIAL (New Construction) ISSUED within the last month

- 1155 Salty Hammock Court (Salem Bay Subd)
- 1183 Salty Hammock Court (Salem Bay Subd)
- 1154 Salty Hammock Court (Salem Bay Subd)
- 1160 Salty Hammock Court (Salem Bay Subd)
- 119 South Hermitage Rd
- 710 Bladen Street
- 803 Prince Street
- 1206 Windswept Oak Ln (Salem Bay Subd.)
- 1181 Salty Hammock Court (Salem Bay Subd)
- 1150 Salty Hammock Court (Salem Bay Subd)
- 2937 Marshfront Drive (Camellia Banks Subd)
- 2927 Marshfront Drive (Camellia Banks Subd)

SF RESIDENTIAL (New Construction) SUBMITTED within the last month

- 1206 Windswept Oak Ln (Salem Bay Subd)
- 1210 Windswept Oak Ln (Salem Bay Subd)
- 325 De La Gaye Pt (Islands of Beaufort)
- 98 Grayson St
- 800 Distant Island Dr (Distant Island Subd)
- 11 Shallow Run Lane (Camellia Banks Subd)
- 7 Shallow Run Lane (Camellia Banks Subd)
- 1207 Cassander Creek Rd (Salem Bay Subd)
- 1209 Cassander Creek Rd (Salem Bay Subd)

SF RESIDENTIAL (New Construction) SUBMITTED within the last month – Continued

- 1194 Salty Hammock Court (Salem Bay Subd)
- 1181 Salty Hammock Court (Salem Bay Subd)
- 1150 Salty Hammock Court (Salem Bay Subd)
- 1200 Salty Hammock Court (Salem Bay Subd)

Staff-Level Review by Planning:

Historic Review:

HRB (Historic Review Board) Scheduled:

- 1110 Greene Street – *new construction of house with 2 car garage/suite*
June 12, 2024 Meeting
- 101 Scott Street – *Greene Street Infill Project*
June 12, 2024 Meeting
- 902 Harrington Street – *new home and guest home*
June 12, 2024 Meeting
- 301 Carteret Street – *addition of a pergola*
June 12, 2024 Meeting

Staff-Level Review by Planning:

- None

Public Hearings:

- None.

City Council:

- None.

PC (Planning Commission):

PC (Planning Commission)

- 2513 Boundary Street – *Singh Carwash*
June 17, 2024 Meeting

ZBOA (Zoning Board of Appeals):

ZBOA (Zoning Board of Appeals) Scheduled:

- 17 City Walk Way – *5' setback for inground swimming pool/spa*
June 24, 2024 Meeting

Tenant Change (Safety Inspections)

- 73 Sea Island Pkwy Suite 20 – Proposed use: Design Office (Prev. Occup: Appraisal Ofc)
- 2201 Boundary St. – Proposed use: Massage Therapy (Prev. Occup: Unknown)

- 2001 B. E. Wheatley Dr – Proposed use: Garage Door Sales (Prev. Occup: Tanner Ventures)
- 1180 Ribaut Rd. Suite 5 – Proposed use: Barbershop (Prev. Occup: Unknown)
- 35 Parris Island Gtwy. – Proposed use: Mobile Pediatric Therapy Svc.
- 500 Carteret St Suite B – Proposed use: Safety Compliance Office (Prev. Occup: Unknown)
- 129 Burton Hill Rd – Proposed use: Bakery Café (Prev. Occup: Coffee)
- 169 Sea Island Pkwy – Proposed use: Harris Teeter Fuel Center
- 163 Sea Island Pkwy – Proposed use: Harris Teeter Grocery Store
- 377 Robert Smalls Pkwy – Proposed use: Homegoods
- 371 Robert Smals Pkwy – Proposed use: TJ Maxx

New Construction - Residential Dwellings & Commercial Structures				
2024				
Month	Single Family	Multifamily	Commercial	Permit Fees
Jan	9	1 Bldg (64 Units)	1	\$97,492.70
Feb	15	0	3	108,909.68
Mar	10	0	1	40,491.70
Apr	23	0	0	68,641.30
May	12	0	1	44,063.70
Jun	10	0	0	30,085.20
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				
Totals	79	64	6	\$389,684.28



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/20/2024
FROM: Linda D. Roper
AGENDA ITEM
TITLE: Downtown Operations Monthly Report
MEETING
DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Monthly report for June 2024.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Community Development Monthly Report	Backup Material	8/20/2024

City of Beaufort Downtown Operations & Community Services
Activity Report
June 2024

DEPARTMENT OVERVIEW FOR THE MONTH

We launched a new Main Street Beaufort Website on June 5th with an even to introduce the businesses. The website highlights shopping, restaurants and services, lodging, sample itineraries, parking and an interactive directory. Downtown Operations staff assisted with the DBMA First Friday street closure event, the first annual Music Festival and participated in the Public Works Touch a Truck event.

Henry C. Chambers Park hosted several events to include festivals and weddings. Landscaping was refreshed with new hydrangeas at the west entrance behind the benches. Hardscape around the amphitheater was repaired and several of the top caps were replaced.

The tour activity was steady in June. The heat was monitored daily and tour operations for the carriages were suspended twice during the month. Fifteen (15) tour busses visited downtown during the month.

Park Reservations

Location	Wedding	Special Event	Birthday	Other	Festival	Attendance	
						-50	50+
Waterfront Park	3	1	0	1	2	0	7
Pigeon Point Park	0	1	2	0	0	2	1
Washington St. Park	0	3	0	0	0	0	3
Southside Park	4	0	0	0	0	0	4
Whitehall Park	1	0	0	0	0	0	1
The Bluff	0	0	0	0	0	0	1
Other	0	0	0	3	0	1	2
Totals	8	5	2	4	2	3	19

Festival & Event Statistics

Event	Estimated Attendance	Dwell Time	Resident vs Visitor Ratio
First Friday - 6/7	3.9K	80 min	90/10
Music Festival & River Swim - 6/8	4.9K	93 min	60/40
Dragon Boat Race Day - 6/29	5K	All Day	50/50



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Alan Eisenman, Finance Director
AGENDA ITEM
TITLE: Finance Department Monthly Report
MEETING
DATE: 8/27/2024
DEPARTMENT: Finance

BACKGROUND INFORMATION:

Monthly report for June 2024.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Finance Monthly Report	Backup Material	8/19/2024

Scott Marshall
CITY MANAGER
843-525-7070
FAX 843-525-7013



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:
Philip E. Cromer, Mayor
Mike McFee, Mayor Pro Tem
Neil Lipsitz
Mitch Mitchell
Josh Scallate

Dear Mayor, Members of City Council and City of Beaufort Stakeholders:

The City of Beaufort June 2024 financial statement is included in your agenda packet. I would like to remind you that this interim financial statement is unaudited. This financial statement includes the City's Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balance (aka Income Statement). It also includes Budgetary Comparison Schedules for the City's fiscal year 2024 budgeted funds which include General Fund, TIF II Fund, Capital Projects Fund, Parks and Tourism Fund, American Rescue Plan Act (ARPA) Fund, Stormwater Fund, State Accommodations Tax Fund, and Fire Impact Fees Fund.

With June being the 12th month of the fiscal year, recurring revenues and expenditures should be near 100% of budget. General Fund revenues are at 111.3% of the budget while expenditures are at 98.7% of the budget.

I'll be happy to answer any questions that may arise as you review the City's June 2024 financial statement.

Thanks,

Alan Eisenman CPA CGFO
Finance Director

CITY OF BEAUFORT, SOUTH CAROLINA
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024

	General Fund	TIF II Fund	Capital Projects Fund	Parks and Tourism Fund	American Rescue Plan Act Fund	Stormwater Fund	Other Governmental Funds	Total Governmental Funds
ASSETS								
Cash and cash equivalents	\$ 15,263,638	\$ 192,315	\$ 2,410,661	\$ 4,658,971	\$ 4,927,267	\$ 215,341	\$ 1,723,741	\$ 29,391,934
Taxes receivable, net	96,402	-	-	-	-	21,142	-	117,544
Other receivables	1,230,742	-	292,801	132,227	-	4,765	463,516	2,124,051
Inventories and other assets	26,355	-	-	-	-	-	-	26,355
Restricted cash and cash equivalents	-	3,648,967	-	5,839,549	-	1,531,506	25,072	11,045,094
Total assets	<u>16,617,137</u>	<u>3,841,282</u>	<u>2,703,462</u>	<u>10,630,747</u>	<u>4,927,267</u>	<u>1,772,754</u>	<u>2,212,329</u>	<u>42,704,978</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES								
Liabilities:								
Accounts payable	765,213	2,943	1,372,092	142,659	-	9,166	203,029	2,495,102
Due to other governments	57,339	-	-	-	-	-	-	57,339
Unearned revenue	-	-	-	-	4,443,295	-	-	4,443,295
Accrued liabilities	678,085	-	-	125,932	-	26,862	3,142	834,021
Deposits and escrow	479,517	-	-	13,250	-	-	23,617	516,384
Total liabilities	<u>1,980,154</u>	<u>2,943</u>	<u>1,372,092</u>	<u>281,841</u>	<u>4,443,295</u>	<u>36,028</u>	<u>229,788</u>	<u>8,346,141</u>
Deferred Inflows of Resources:								
Unavailable revenue - property taxes	321,239	-	-	-	-	10,775	-	332,014
Total deferred inflows of resources	<u>321,239</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,775</u>	<u>-</u>	<u>332,014</u>
Fund balances:								
Nonspendable:								
Inventories	40,304	-	-	-	-	-	-	40,304
Cemetery	-	-	-	-	-	-	7,246	7,246
Restricted	1,268,700	3,838,339	1,331,370	4,509,357	483,972	503,030	1,944,672	13,879,440
Committed for:								
Land Acquisition	692,258	-	-	-	-	-	-	692,258
Vehicle and equipment replacement	1,269,000	-	-	-	-	-	-	1,269,000
Redevelopment	977,460	-	-	-	-	-	-	977,460
Capital Projects	651,791	-	-	5,839,549	-	1,222,921	-	7,714,261
Law enforcement	-	-	-	-	-	-	30,623	30,623
Assigned for:								
Subsequent year's budget	106,590	-	-	-	-	-	-	106,590
Unassigned	9,309,642	-	-	-	-	-	-	9,309,642
Total fund balances	<u>14,315,745</u>	<u>3,838,339</u>	<u>1,331,370</u>	<u>10,348,906</u>	<u>483,972</u>	<u>1,725,951</u>	<u>1,982,541</u>	<u>34,026,824</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 16,617,138</u>	<u>\$ 3,841,282</u>	<u>\$ 2,703,462</u>	<u>\$ 10,630,747</u>	<u>\$ 4,927,267</u>	<u>\$ 1,772,754</u>	<u>\$ 2,212,329</u>	<u>\$ 42,704,979</u>

CITY OF BEAUFORT, SOUTH CAROLINA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE MONTH ENDED JUNE 30, 2024

	General Fund	TIF II Fund	Capital Projects Fund	Parks and Tourism Fund	American Rescue Plan Act Fund	Stormwater Fund	Other Governmental Funds	Total Governmental Funds
REVENUES								
Property taxes	\$ 9,403,668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,403,668
Other taxes	-	-	-	4,469,702	-	-	1,213,924	5,683,626
Franchise fees	2,328,308	-	-	-	-	-	-	2,328,308
Fines and forfeitures	63,142	-	-	-	-	-	-	63,142
Licenses and permits	7,865,080	-	-	-	-	-	86,746	7,951,826
Intergovernmental	5,428,160	-	300,801	-	1,426,354	-	-	7,155,315
Charges for services	1,857,019	-	-	721,550	-	1,294,763	-	3,873,332
Investment earnings	703,260	185,891	95,668	321,472	314,038	83,666	35,713	1,739,708
Miscellaneous	948,791	-	-	-	-	-	5,823	954,614
Total revenues	<u>28,597,428</u>	<u>185,891</u>	<u>396,469</u>	<u>5,512,724</u>	<u>1,740,392</u>	<u>1,378,429</u>	<u>1,342,206</u>	<u>39,153,539</u>
EXPENDITURES								
Current:								
General government	6,597,373	-	-	-	221,448	-	487,237	7,306,058
Law enforcement	5,974,346	-	-	1,391,557	-	-	24,496	7,390,399
Fire and emergency	7,020,071	-	-	-	-	-	-	7,020,071
Public works	2,421,541	-	-	-	-	678,199	-	3,099,740
Culture and recreation	-	-	-	1,619,505	-	-	-	1,619,505
Streets	843,236	-	-	-	-	-	-	843,236
Community development	1,212,434	-	-	903,939	-	-	-	2,116,373
Debt Service:								
Principal	1,482,497	-	-	266,877	-	330,000	107,110	2,186,484
Interest and other charges	360,736	-	-	135,104	-	183,955	22,129	701,924
Capital Outlay	-	21,562	3,679,826	93,910	669,668	-	-	4,464,966
Total expenditures	<u>25,912,234</u>	<u>21,562</u>	<u>3,679,826</u>	<u>4,410,892</u>	<u>891,116</u>	<u>1,192,154</u>	<u>640,972</u>	<u>36,748,756</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,685,194</u>	<u>164,329</u>	<u>(3,283,357)</u>	<u>1,101,832</u>	<u>849,276</u>	<u>186,275</u>	<u>701,234</u>	<u>2,404,783</u>
OTHER FINANCING SOURCES (USES)								
Issuance of revenue bonds	-	-	-	7,100,000	-	-	-	7,100,000
Transfers in	-	-	2,092,456	-	-	-	-	2,092,456
Transfers out	-	-	-	(1,324,643)	(535,238)	(232,575)	-	(2,092,456)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>2,092,456</u>	<u>5,775,357</u>	<u>(535,238)</u>	<u>(232,575)</u>	<u>-</u>	<u>7,100,000</u>
Net change in fund balances	2,685,194	164,329	(1,190,901)	6,877,189	314,038	(46,300)	701,234	9,504,783
Fund balances - beginning	<u>11,630,551</u>	<u>3,674,010</u>	<u>2,522,271</u>	<u>3,471,717</u>	<u>169,934</u>	<u>1,772,251</u>	<u>1,281,307</u>	<u>24,522,041</u>
Fund balances - ending	<u>\$ 14,315,745</u>	<u>\$ 3,838,339</u>	<u>\$ 1,331,370</u>	<u>\$ 10,348,906</u>	<u>\$ 483,972</u>	<u>\$ 1,725,951</u>	<u>\$ 1,982,541</u>	<u>\$ 34,026,824</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
COMBINING BALANCE SHEET
OTHER GOVERNMENTAL FUNDS
JUNE 30, 2024**

	Special Revenue Funds			Permanent Fund	Total-Other Governmental Funds
	State Accommodations Tax Fund	Fire Impact Fees Fund	Drug Control and Prevention Fund	Cemetery Fund	
ASSETS					
Cash and cash equivalents	\$ 1,334,729	\$ 351,143	\$ 30,623	7,246	\$ 1,723,741
Other receivables	463,211	305	-	-	463,516
Restricted cash and cash equivalents	-	-	25,072	-	25,072
Total assets	<u>1,797,940</u>	<u>351,448</u>	<u>55,695</u>	<u>7,246</u>	<u>2,212,329</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	203,029	-	-	-	203,029
Other accrued expenses	3,142	-	-	-	3,142
Deposits and escrow	-	-	23,617	-	23,617
Total liabilities	<u>206,171</u>	<u>-</u>	<u>23,617</u>	<u>-</u>	<u>229,788</u>
Fund balances:					
Nonspendable:					
Cemetery	-	-	-	7,246	7,246
Restricted	1,591,769	351,448	1,455	-	1,944,672
Committed for:					
Law enforcement	-	-	30,623	-	30,623
Total fund balances	<u>1,591,769</u>	<u>351,448</u>	<u>32,078</u>	<u>7,246</u>	<u>1,982,541</u>
Total liabilities and fund balances	<u>\$ 1,797,940</u>	<u>\$ 351,448</u>	<u>\$ 55,695</u>	<u>\$ 7,246</u>	<u>\$ 2,212,329</u>

CITY OF BEAUFORT, SOUTH CAROLINA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
OTHER GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	<u>Special Revenue Funds</u>			<u>Permanent Fund</u>	<u>Total-Other Governmental Funds</u>
	<u>State Accommodations Tax Fund</u>	<u>Fire Impact Fees Fund</u>	<u>Drug Control and Prevention Fund</u>	<u>Cemetery Fund</u>	
REVENUES					
Other taxes	\$ 1,213,924	\$ -	\$ -	\$ -	\$ 1,213,924
Licenses and permits	-	86,746	-	-	86,746
Intergovernmental	-	-	-	-	-
Investment earnings	34,612	-	1,101	-	35,713
Miscellaneous	-	-	5,823	-	5,823
Total revenues	<u>1,248,536</u>	<u>86,746</u>	<u>6,924</u>	<u>-</u>	<u>1,342,206</u>
EXPENDITURES					
Current:					
General government	487,237	-	-	-	487,237
Law enforcement	23,901	-	595	-	24,496
Debt Service					-
Principal	-	107,110	-		107,110
Interest and other charges	-	22,129	-		22,129
Total expenditures	<u>511,138</u>	<u>129,239</u>	<u>595</u>	<u>-</u>	<u>640,972</u>
Excess of revenues over expenditures	<u>737,398</u>	<u>(42,493)</u>	<u>6,329</u>	<u>-</u>	<u>701,234</u>
OTHER FINANCING SOURCES (USES)					
Transfers out	-	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	737,398	(42,493)	6,329	-	701,234
Fund balances - beginning	854,371	393,941	25,749	7,246	1,281,307
Fund balances - ending	<u>\$ 1,591,769</u>	<u>\$ 351,448</u>	<u>\$ 32,078</u>	<u>\$ 7,246</u>	<u>\$ 1,982,541</u>

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE MONTH ENDED JUNE 30, 2024**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Property taxes	\$ 9,266,244	\$ 9,266,244	\$ 9,403,668	\$ 137,424	101.5%
Franchise fees	2,082,880	2,082,880	2,328,308	245,428	111.8%
Fines and forfeitures	61,000	61,000	63,142	2,142	103.5%
Licenses and permits	6,120,000	6,120,000	7,865,080	1,745,080	128.5%
Intergovernmental	3,504,694	5,592,064	5,428,160	(163,904)	97.1%
Charges for services	1,932,734	1,932,734	1,857,019	(75,715)	96.1%
Investment earnings	230,000	230,000	703,260	473,260	305.8%
Miscellaneous	10,000	399,126	948,791	549,665	237.7%
Total revenues	23,207,552	25,684,048	28,597,428	2,913,380	111.3%
Expenditures:					
Current:					
General government					
City council	258,494	258,494	328,526	(70,032)	127.1%
City manager	901,785	902,507	749,942	152,565	83.1%
Finance	970,819	970,819	907,091	63,728	93.4%
Human resources	436,714	436,714	421,505	15,209	96.5%
Information technology	873,426	880,126	761,952	118,174	86.6%
Court and legal	542,487	563,422	547,801	15,621	97.2%
Non-departmental	817,024	2,817,024	2,880,556	(63,532)	102.3%
	4,800,749	6,829,106	6,597,373	231,733	96.6%
Law enforcement					
Police	5,394,584	5,498,182	5,298,347	199,835	96.4%
School resource officers	542,311	542,311	551,621	(9,310)	101.7%
Crossing guards	19,865	19,865	21,686	(1,821)	109.2%
Victims rights	98,135	98,135	102,692	(4,557)	104.6%
	6,054,895	6,158,493	5,974,346	184,147	97.0%
Fire and emergency					
City of Beaufort fire	6,069,619	6,459,342	7,020,071	(560,729)	108.7%
	6,069,619	6,459,342	7,020,071	(560,729)	108.7%
Public works					
Administration	485,367	523,067	497,471	25,596	95.1%
Maintenance	759,832	766,780	634,824	131,956	82.8%
Solid waste	1,125,115	1,125,115	1,289,246	(164,131)	114.6%
	2,370,314	2,414,962	2,421,541	(6,579)	100.3%

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE MONTH ENDED JUNE 30, 2024**

			Variance with Final Budget Positive (Negative)		
Budgeted Amounts					
	Original	Final	Actual		
Streets	1,108,770	1,125,529	843,236	282,293	74.9%
	1,108,770	1,125,529	843,236	282,293	74.9%
Community development	1,411,171	1,411,171	1,212,434	198,737	85.9%
	1,411,171	1,411,171	1,212,434	198,737	85.9%
Total current	21,815,518	24,398,603	24,069,001	329,602	98.6%
Debt service:					
Principal	1,482,497	1,482,497	1,482,497	-	100.0%
Interest	360,736	360,736	360,736	-	100.0%
Total debt service	1,843,233	1,843,233	1,843,233	-	100.0%
Total expenditures	23,658,751	26,241,836	25,912,234	329,602	98.7%
Excess (deficiency) of revenues over (under) expenditures	(451,199)	(557,788)	2,685,194	3,242,982	
Other financing sources (uses):					
Transfers in	63,750	63,750	-	(63,750)	0.0%
Transfers out	(1,078,028)	(1,078,028)	-	(1,078,028)	0.0%
Total financing sources (uses)	(1,014,278)	(1,014,278)	-	(1,141,778)	0.0%
Net change in fund balance	(1,465,477)	(1,572,066)	2,685,194	4,257,260	
Fund balance, beginning of year	11,630,551	11,630,551	11,630,551	-	
Fund balance, end of year	\$ 10,165,074	\$ 10,058,485	\$ 14,315,745	\$ 4,257,260	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
TAX INCREMENT FINANCING DISTRICT II – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JUNE 30, 2024**

		Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
		Original	Final			
Revenues:						
Investment earnings		\$ -	\$ 100,000	\$ 185,891	\$ 85,891	185.9%
	Total revenues	-	100,000	185,891	85,891	185.9%
Expenditures:						
Current:						
Capital Outlay		-	121,217	21,562	99,655	17.8%
	Total expenditures	-	121,217	21,562	99,655	17.8%
Excess of revenues over expenditures		-	(21,217)	164,329	(13,764)	
Other financing (uses):						
Transfers out		(3,625,054)	(3,625,054)	-	(3,625,054)	0.0%
	Total other financing uses	(3,625,054)	(3,625,054)	-	(3,625,054)	0.0%
Net change in fund balance		(3,625,054)	(3,646,271)	164,329	(3,810,600)	
Fund balance, beginning of year		3,674,010	3,674,010	3,674,010	-	
Fund balance, end of year		\$ 48,956	\$ 27,739	\$ 3,838,339	\$ (3,810,600)	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS FUND – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JUNE 30, 2024**

			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
Budgeted Amounts				
	Original	Final	Actual	
Revenues:				
Intergovernmental	\$ 8,794,785	\$ 8,794,785	300,801	\$ (8,493,984) 3.4%
Investment earnings	-	-	95,668	95,668 100.0%
Total revenues	8,794,785	8,794,785	396,469	(8,398,316) 4.5%
Expenditures:				
Current:				
Capital Outlay	27,197,627	27,197,627	3,679,826	23,517,801 13.5%
Total expenditures	27,197,627	27,197,627	3,679,826	23,517,801 13.5%
Excess of revenues over expenditures	(18,402,842)	(18,402,842)	(3,283,357)	(31,916,117)
Other financing sources:				
Transfers in	17,156,976	17,156,976	2,092,456	(15,064,520) 12.2%
Total other financing sources	17,156,976	17,156,976	2,092,456	(15,064,520) 12.2%
Net change in fund balance	(1,245,866)	(1,245,866)	(1,190,901)	(54,965)
Fund balance, beginning of year	2,522,271	2,522,271	2,522,271	-
Fund balance, end of year	\$ 1,276,405	\$ 1,276,405	\$ 1,331,370	\$ (54,965)

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
PARKS AND TOURISM – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JUNE 30, 2024**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Other taxes	\$ 3,850,000	\$ 3,850,000	\$ 4,469,702	\$ 619,702	116.1%
Charges for services	512,852	512,852	721,550	208,698	140.7%
Investment earnings	30,000	30,000	321,472	291,472	1071.6%
Miscellaneous	1,000	1,000	-	(1,000)	0.0%
Total revenues	4,393,852	4,393,852	5,512,724	1,118,872	125.5%
Expenditures:					
Current:					
Law enforcement	1,501,842	1,501,842	1,391,557	110,285	92.7%
Culture and recreation	1,774,074	1,801,324	1,619,505	181,819	89.9%
Community development	688,238	688,238	903,939	(215,701)	131.3%
Debt Service:					
Principal	266,877	266,877	266,877	-	100.0%
Interest and other charges	42,221	42,221	135,104	(92,883)	320.0%
Capital Outlay	120,600	147,065	93,910	53,155	63.9%
Total expenditures	4,393,852	4,447,567	4,410,892	36,675	99.2%
Excess (deficiency) of revenues over (under) expenditures	-	(53,715)	1,101,832	1,155,547	
Other financing sources (uses):					
Issuance of revenue bonds	6,945,000	6,945,000	7,100,000	155,000	102.2%
Transfers out	(7,235,585)	(7,235,585)	(1,324,643)	(5,910,942)	18.3%
Total financing sources	(290,585)	(290,585)	5,775,357	(5,755,942)	
Net change in fund balance	(290,585)	(344,300)	6,877,189	7,221,489	
Fund balance, beginning of year	3,471,717	3,471,717	3,471,717	-	
Fund balance, end of year	\$ 3,181,132	\$ 3,127,417	\$ 10,348,906	\$ 7,221,489	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
AMERICAN RESCUE PLAN ACT (ARPA) – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JUNE 30, 2024**

	<u>Budgeted Amounts</u>			<u>Variance with Final Budget Positive (Negative)</u>	<u>Variance with Final Budget Percentage</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>		
Revenues:					
Intergovernmental	\$ -	\$ -	\$ 1,426,354	\$ 1,426,354	100.0%
Investment earnings	100,000	100,000	314,038	214,038	314.0%
Total revenues	100,000	100,000	1,740,392	1,640,392	1740.4%
Expenditures:					
Current:					
General government	215,091	226,368	221,448	4,920	97.8%
Capital Outlay	-	669,152	669,668	(516)	100.1%
Total expenditures	215,091	895,520	891,116	4,404	99.5%
Excess of revenues over expenditures	(115,091)	(795,520)	849,276	1,635,988	
Other financing (uses):					
Transfers out	(3,562,394)	(3,562,394)	(535,238)	(3,027,156)	15.0%
Total other financing uses	(3,562,394)	(3,562,394)	(535,238)	(3,027,156)	15.0%
Net change in fund balance	(3,677,485)	(4,357,914)	314,038	(4,671,952)	
Fund balance, beginning of year	169,934	169,934	169,934	-	
Fund balance, end of year	\$ (3,507,551)	\$ (4,187,980)	\$ 483,972	\$ (4,671,952)	

**CITY OF BEAUFORT, SOUTH CAROLINA
BUDGETARY COMPARISON SCHEDULE
STORMWATER – SPECIAL REVENUE FUND
FOR THE MONTH ENDED JUNE 30, 2024**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Charges for services	\$ 1,260,000	\$ 1,260,000	\$ 1,294,763	\$ 34,763	102.8%
Investment earnings	72,779	72,779	83,666	10,887	115.0%
Total revenues	1,332,779	1,332,779	1,378,429	45,650	103.4%
Expenditures:					
Current:					
Public works	820,979	820,979	678,199	142,780	82.6%
Debt Service:					
Principal	330,000	330,000	330,000	-	100.0%
Interest and other charges	181,800	181,800	183,955	(2,155)	101.2%
Total expenditures	1,332,779	1,332,779	1,192,154	140,625	89.4%
Excess (deficiency) of revenues over (under) expenditures	-	-	186,275	(94,975)	
Other financing (uses):					
Transfers out	(1,655,915)	(1,655,915)	(232,575)	1,423,340	14.0%
Total other financing (uses)	(1,655,915)	(1,655,915)	(232,575)	1,423,340	14.0%
Net change in fund balance	(1,655,915)	(1,655,915)	(46,300)	(1,609,615)	
Fund balance, beginning of year	1,772,251	1,772,251	1,772,251	-	
Fund balance, end of year	\$ 116,336	\$ 116,336	\$ 1,725,951	\$ (1,609,615)	

**CITY OF BEAUFORT, SOUTH CAROLINA
STATE ACCOMMODATIONS TAX SPECIAL REVENUE FUND
BUDGET TO ACTUAL
FOR THE MONTH ENDED JUNE 30, 2024**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Other taxes	\$ 800,000	\$ 800,000	\$ 1,213,924	\$ 413,924	151.7%
Investment earnings	-	-	34,612	34,612	100.0%
Total revenues	800,000	800,000	1,248,536	448,536	156.1%
Expenditures:					
General government	712,349	712,349	487,236	225,113	68.4%
Law enforcement	23,901	23,901	23,901	-	100.0%
Total expenditures	736,250	736,250	511,137	225,113	69.4%
Excess of revenues over expenditures	63,750	63,750	737,399	673,649	
Other financing uses:					
Transfers out	(63,750)	(63,750)	-	(63,750)	0.0%
Total other financing uses	(63,750)	(63,750)	-	(63,750)	0.0%
Net change in fund balance	-	-	737,399	737,399	
Fund balance, beginning of year	854,371	854,371	854,371	-	
Fund balance, end of year	\$ 854,371	\$ 854,371	\$ 1,591,770	\$ 737,399	

**CITY OF BEAUFORT, SOUTH CAROLINA
FIRE IMPACT FEES SPECIAL REVENUE FUND
BUDGET TO ACTUAL
FOR THE MONTH ENDED JUNE 30, 2024**

	Budgeted Amounts			Variance with Final Budget Positive (Negative)	Variance with Final Budget Percentage
	Original	Final	Actual		
Revenues:					
Licenses and permits	\$ 400,000	\$ 400,000	\$ 86,746	\$ (313,254)	21.7%
Investment earnings	5,000	5,000	-	(5,000)	0.0%
Total revenues	405,000	405,000	86,746	(318,254)	21.4%
Expenditures:					
Debt Service:					
Principal	107,110	107,110	107,110	-	100.0%
Interest and other charges	22,129	22,129	22,129	-	100.0%
Total expenditures	129,239	129,239	129,239	-	100.0%
Net change in fund balance	275,761	275,761	(42,493)	(318,254)	
Fund balance, beginning of year	393,941	393,941	393,941	-	
Fund balance, end of year	\$ 669,702	\$ 669,702	\$ 351,448	\$ (318,254)	



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/23/2024
FROM: Tim Ogden, Fire Chief
AGENDA ITEM
TITLE: Fire Department Monthly Report
MEETING
DATE: 8/27/2024
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Monthly report for June 2024.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Fire Department Monthly Report	Backup Material	7/23/2024



City of Beaufort/Town of Port Royal Fire Department

June 2024 Report

Public Events

The Fire Department held several public education events throughout June.

- Fire truck display for birthday party at Station 2
- Therapy dogs visited our Headquarters Fire Station.
- “Petals and Social Stars” public education event with a fire safety message.
- Touch a Truck with City of Beaufort Public Works
- Juneteenth Parade
- Charles Lind Brown Recreation Event
- Hobbit Hill Summer Camp Station Tour
- Rising Star Youth Program at Beaufort Memorial Hospital
- Wet Down at Riverview Charter School

We completed our first annual Sparking Embers Girls Empowerment Fire Boot Camp in June that had 10 high school aged girl’s graduate.

Fire Training

The Training Division conducted 1,020 hours of fire training. We had 4 members attend the South Carolina Fire Rescue Conference in Myrtle Beach.

We installed 6 car seats and command staff attended ISO Verisk Insurance Solutions training.

Each shift also completed Hurricane Preparation Training, Arson Dog Training with the Burton Fire Arson Dog, and Evaluation Training with HR.

Medical

We provided medical staff for events including the YMCA Swim, Music Fest, and Dragon Boat Races.

The Medical Division held 2 regular CPR classes and held 2 Youth CPR classes in June.

Medical continuing education training was conducted for every shift on Mass Casualty Incidents.

Fire Marshal

The Fire Marshal Division completed 75 fire inspections, 51 new construction inspections, and 38 Engine Company pre-plan inspections. The division also completed 3 food truck inspections.

Fire Marshal Badgett attended the South Carolina Fire Marshal Association Spring Conference in Myrtle Beach (3 days) and attended State Fire Marshals Fire Codes and Standards virtual training (pyrotechnics).

Personnel

Hired 2 firefighters in June.

Lieutenant Justin Acord and Firefighter III Jesse Volpe became Nationally Registered Paramedic's.

Apparatus

All apparatus has had 6-month PM completed. Mobile Data Computers (MDC) tablets have been ordered for two trucks to replace the outdated ones.

Major Incidents

- Vehicle fire on Robert Smalls Pkwy
- Lightning strike fire at Preserves Apartments
- Assisted Burton FD with Structure Fire at Old Angels Club
- Two vehicle accidents with patients entrapped
- One vehicle accident with fatality in Port Royal

PERSONNEL		
Part-Time	9	
Personnel Assigned	55	
Volunteer Personnel	18	
TOTAL PERSONNEL	82	

INCIDENT SUMMARY	BFT	P.R.
Structural Fires	1	1
Vehicle Fires	1	0
Brush, Trash Fire	1	1
Medical Calls	191	117
Vehicle Accident	18	6
Extrication (350-357)	1	0
Hazardous Condition	4	1
Service Calls (500)	24	13
Good Intent Calls (600)	34	13
False Calls (700)	30	19
Water Rescue	0	0
EMS Standby	0	0
Month	305	171
Total Month	476	

TRAINING/EDUCATION		
Local Instruction	959	
TOTAL	959	

VOLUNTEER		
Local Instruction		
Monthly Station Standby	60	
TOTAL	60	

AID SUMMARY - ALL	LI	BUR	PI	other
BEAUFORT				
Aid Given		1		2
Aid Received				
Mutual Aid Given				
Mutual Aid Received				
PORT ROYAL				
Aid Given			1	
Aid Received				
Mutual Aid Given				
Mutual Aid Received				

FIRE PREVENTION	BFT	P.R.
Inspections Conducted	98	39
Violations Noted		
Violations Corrected		
Knox Box Installations	2	1
Fire Plans Reviewed	12	1
Burning Permits Issued	0	0
Permission to Burn Given	0	0
Public Education Events	15	3
Public Edu. Man Hours	261	5
# of Adults	223	9
# of Children	276	50
Car Seats Installation	4	
Smoke Detectors	0	2
CPR Certifications	29	



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/23/2024
FROM: Ivette Burgess
AGENDA ITEM
TITLE: Human Resources Monthly Report
MEETING
DATE: 8/27/2024
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Monthly report for June 2024.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Human Resources Monthly Report	Backup Material	7/23/2024

Memorandum

To: Scott Marshall, City Manager
From: Ivette Burgess, Human Resources Director
Date: 7/19/2024
Re: Department Update – June 2024

New Hires and Onboarding

We had two new hires in the month of June – Giovanni Murgolo, Firefighter Recruit and Joshua Nicholas, Firefighter I.

Summer Work Program – Youth @ Work

Nate Stephenson, a rising senior at Beaufort High School was the chosen student for this year's summer work program. He will be interning in the Police department.

Title VI

Human Resources Director is the City's Title VI Coordinator. Worked on ensuring that all documents and notices are up to date and in compliance.

NEOGOV Software implementation

Initiated training with the City's 3 bigger departments, PD, FD and PW for the Perform module. As a result, HR is working on refining some of the context on the actual performance evaluation. Additional training will occur once the refining is complete.

Employee Handbook

Met with City Manager and Assistant City Manager to discuss revisions to employee handbook, currently in draft form. Final revision due to City Manager in July.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/23/2024
FROM: Sarah Farrow, Municipal Court Administrator
AGENDA ITEM
TITLE: Municipal Court Monthly Report
MEETING
DATE: 8/27/2024
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Monthly report for June 2024.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Municipal Court Monthly Report	Backup Material	7/23/2024

**City of Beaufort Municipal Court
Monthly Department Report
June 2024**

DEPARTMENT OVERVIEW:

Bench trials are held every Monday and Thursday at 3:00pm. Eight sessions of bench trials were held in June 2024 and 274 cases were tentatively scheduled.

CASE OVERVIEW:

- New cases filed: 144 (105 traffic/39 criminal)
- Cases disposed: 140 (110 traffic/ 30 criminal)
- Remanded cases returned from Court of General Sessions: 5

DISPOSED CASES BREAKDOWN:

- 110 traffic cases
 - 68 guilty indicators (forfeiture, plea, or trial)
 - 42 not guilty indicators (dismissal by officer, Judge, or trial)
- 30 criminal cases
 - 14 guilty indicators (by plea or trial)
 - 16 not guilty indicators (through plea agreement or trial)

ARREST WARRANTS OVERVIEW: 31 ISSUED

- 31 arrest warrants issued for criminal offenses

EXPUNGEMENTS PROCESSED: 18

JURY TRIAL OVERVIEW:

Jury term held June 24-28, 2024

50 summoned potential jurors appeared

- 34 cases scheduled: 20 criminal/14 traffic

- 17 cases disposed: 9 criminal/8 traffic
- 9 criminal cases: 1 guilty indicator/8 not guilty indicators
- 8 traffic cases: 3 guilty indicators/5 not guilty indicators
- 17 cases continued: 7 traffic/10 criminal cases
- 45 current cases pending jury trials

Next session of jury trials scheduled to be held in September 2024.

ORGANIZATION/COLLOBORATIVE SUPPORT:

- Court team members volunteered with Public Works Department at 2nd annual Touch-a-truck event on Saturday, June 15, 2024.
- Court Administrator and Judge attended Therapeutic meeting at Beaufort County Probate Court on Wednesday, June 19, 2024.
- Court team members facilitated courtroom tours for the public in coordination with Police Department's Open House on Saturday, June 22, 2024.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/23/2024
FROM: Stephenie Price, Police Chief
AGENDA ITEM
TITLE: Police Department Monthly Report
MEETING
DATE: 8/27/2024
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Monthly report for June 2024.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Police Department Monthly Report	Backup Material	8/26/2024

BEAUFORT POLICE DEPARTMENT

1901 Boundary St. Beaufort, SC 29902

843-322-7900



Stephenie Price
Chief of Police

June 2024 Monthly Report

Part-1 Crimes Statistics

	Arson	Aggravated Assault	Burglary B/E	CSC	Homicide	Larceny	Mv Theft	Robbery
January	0	4	8	0	0	44	1	6
February	0	3	3	2	0	27	2	2
March	0	2	2	0	1	38	1	0
April	0	11	4	0	0	36	2	2
May	0	8	0	1	0	39	1	0
June	0	6	3	1	0	52	1	2

Total Calls for Service: 4,117

- Officer Initiated: 2,930
- 911 Line: 504
- Non-Emergency: 683
- TT911 SMS: 0

Community Events Attended: 10

- Future Guardians Initiative Summer Camp
- 2nd Annual Open House
- Chill with a Cop at Ambrose Run/ Safe Living Beaufort
- Hobbit Hill Day Care Department Tour
- Public Work's Touch-A-Truck Event

Chief's Updates:

- Neogov Perform Module department wide training, June 4, 2024
- Juneteenth Parade, June 16th, 2024
- Flock strategy meeting, June 24, 2024
- Sparking Embers Summer Camp, Female Professional in Public Safety Speech, June 27, 2024
- Master Sergeant Promotion Board, June 27, 2024
- Waterfront Park Emergency Services Meeting, June 28, 2024

Upcoming Events:

- Water Festival July 12-21, 2024



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/13/2024
FROM: Nate Farrow, Public Works Director
AGENDA ITEM
TITLE: Public Works Monthly Report
MEETING
DATE: 8/27/2024
DEPARTMENT: Public Works

BACKGROUND INFORMATION:

Monthly report for June 2024.

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Public Works Monthly Report	Backup Material	8/13/2024



**CITY OF BEAUFORT PUBLIC WORK DEPARTMENTS
MONTHLY ACCOMPLISHMENTS**

MONTH OF: **AUGUST 2024 FOR JUNE 2024 ACTIVITY**

EVENTS:

- CITY OF BEAUFORT PUBLIC WORKS “TOUCH-A-TRUCK” (@ Pigeon Pt Park)
- AMERICAN FLAG HANG ON WOODS MEMORIAL BRIDGE

See/Click/Fix:

Reported: **46**
Resolved to date: **449**

811 Locates

Reported & Reviewed **101**

PO's (PR's)

Created and Processed **23**

Banners

Reserved and Hung **2** hung / **4** processed

Standards:

Meetings: *Daily Staff / Weekly Supervisor / Weekly Review of
FY25 Budget*

Update to reports: *Drainage / Tree / Street / Banner / Credit Card / Budget
Spread Sheet / Payroll / Daily Weight Tickets*

Stormwater/Street: *Routine Easement maintenance / Flap Gate inspection &
Maintenance / inspection and maintenance all
Equipment / drainage issues routinely
Maintenance of open land trust areas and large park/city owned
Area (Commerce Park)*

Parks: *Inspection and maintenance to all Parks & playgrounds, restrooms,
Buildings, benches, ets; along with all ground maintenance
(cutting, weed eating, weed maintenance, plantings, etc)
Routine restroom cleaning in multiple parks
Routine full upkeep of Spanish Moss Trail litter control/water
fountains / cross walks weekly
City wide trash run all parks weekly
Watering of beds and areas without irrigation*

Administration:

- Assist in picking up signs at Alpha Graphics.
- Monitor WK Alston intersection multiple times.
- Assist Traffic with tree canopy trimming at Cuthbert Park & Cuthbert Street.
- Used knuckle boom to pick up tree debris.
- Removed large steel object from roadway.
- Streetlight knockdown pictures and removal at Boundary & Charles.
- Frank and I cleaned out the ice maker at Public Works.
- Assist Traffic with Traffic Signal PM at Savannah Hwy and 170.
- Responded to and secured the Depot Bldg. doors that were kicked in.
- Attended the Neogov training with HR at Public Works.
- Assisted Traffic with a locate at Joe Frazier & Broad River Blvd.
- Nate and I met contractor cutting loops at WK Alston.
- Responded to insulation litter on Boundary Street at Adventure St.
- Met Nate at WK Alston to monitor Signal Timings.
- Check Depot Building.
- Two drainage inspections in Overlook.
- Two drainage inspections in Camelia Banks.
- Three drainage inspections in Salem Bay.
- Went to Burton Walmart to inquire about Bikes to giveaway @ T-A-T.
- Easement list meeting with Norie and Carl.
- Responded to and corrected bolts missing from flap gate in basin 2.
- Met Easy Rentals at station 4 and assisted loading the man-lift and unloading it at Pigeon Point Park.
- Responded to Dishwasher not working at Station 4. Checked wires and found the neutral wire and ground wire not connected. Fixed the connections and the dishwasher is now working.
- Responded to doors slamming at Planning Department. Made adjustments but still not working correctly.
- Responded to and replaced the green light at Bft. Memorial and Ribaut Road.
- Removed the electric panels, fencing, cords, and spider boxes from WFP.
- Went to Walmart in Burton to inquire about the bikes to give away for Touch a Truck.
- Will and I went to Pigeon Point Road and Boundary Street and removed the streetlight that was knocked down over the weekend.
- Responded to the Traffic Signal that was hit by a truck at Broad River Blvd. and Parris Island Gateway. Replaced green light and housing.
- Created the 2024 Hurricane Duty Stations list.
- Moved the 18 channel traffic signal cabinet into the Traffic Office at Public Works.
- Raised the traffic signal at Broad River Blvd.
- Raised the Traffic Signal Reynolds Street and Ribaut Road.
- Met with Quality Electric @ WFP.
- Met with traffic management at Trask Parkway and Laurel Bay to stand-by while they checked the generator power for that intersection.
- Completed an employee evaluation.

- Completed hauler permit application.
 - Picked up bikes for touch a truck giveaway.
 - Prepare and stage vehicles and equipment at Pigeon Point Park.
 - Responded to, cut up, and removed large fallen leader at 111 Reynolds Street. (mailbox was damaged by fallen tree leader).
 - Traffic call out for Boundary and Marsh.
 - Assist in putting items away from Touch-A-Truck.
 - Repaired mailbox at 111 Reynolds Street as a courtesy to the homeowner.
 - Picked up Polo shirts from Ink Dropz.
 - Responded to a complaint of a beehive at Pinckney Park.
 - Completed and passed my CJIS recertification class and test.
 - Completed PM of the traffic signal at Parris Island Gateway and Broad River Blvd.
 - Served on-call for traffic all week.
 - Responded to a Stop Sign complaint at Port Republic and West Street.
 - Responded to a possible irrigation leak at Bladen Street and King Street.
 - Responded to pedestrian bridge on Boundary Street for an employee having a medical episode.
 - Checked on Darell in ER. (Employee had “heat issue” and became very de-hydrated and blood pressure issues)
 - Attended a teams meeting concerning cabinet controller upgrades.
 - Delivered Darell's backpack to him at the hospital.
 - Instructed Wayne to spray for wasps on the playground equipment at Pigeon Point Park.
 - Cut dead branches hanging over Meridian Road with SCDOT.
 - Looked for broken tree on power line 1419 Pigeon Point Road reported to See Click Fix. Nothing found.
 - Dispatch called about a tree down on Hermitage Road. Assigned to Norie.
 - Installed flag brackets and supports on the swing bridge.
 - Assisted General Support with putting the steps in WFP for Dragon Boat Races.
 - Assisted General Support with sand and tarp removal at WFP boat landing.
 - Assist traffic with SCDOT cabinet controller upgrade.
 - Assisted Nate in extending gap time at the WK Alston intersection.
 - Assist traffic with adjusting timings at Sam’s Point Road and Sea Island Parkway.
 - Installed the Flag on the Swing Bridge.
- Off Thursday and Friday.

Office Administration

- Prep, set up, worked “TOUCH A TRUCK 2024” (created kids bagged give away, created draw tickets for bike give-a-ways, etc)
- Documenting FY24 Year End Budget Spread Sheet
- Reviewed Munis debit line items for weekly invoice payments and documentation to both FY24 spread sheets.
- Review Finance / Acct Payable spread sheet for open Munis PO’s to carry over or close.
- Employee Evaluation for Admin Asst FY24

- Reviewed, researched, corrected Cintas billing for May activity and April incorrect payment amounts.
- Gathering of info and contacting winners of three (3) drawings during 2024 Touch a Truck Raffles.
- Documenting info (invoices, activities, etc) after weekend of 2024 Touch a Truck
- Continued w/ review Munis for updates to multiple PW spread sheets for FY24 budget.
- Continued review of FY25 budget “funding” to confirm any changes/updates
- Discussion w/ employee referencing 2024 Evaluation
- Follow up for:
 - **Cintas** payments by COB
 - **Landscape Workshop** billing and credits for 3 month of payments
 - ✓ Discussion w/ Finance on how to apply credits (request refund or continue into FY25 budget year). **Finance requested refund and it was rec’d by end of FY24 and was applied to our dept/line item**
 - **Sunshine** Porta potties along Spanish Moss Trail replacement – **requested they remove porta potties and are in process of hiring a replacement company.**
 - **Credit Cards** running out end of June –**Rec’d city credit cards, set them up through system and destroyed old cards.**
 - Also: updated FY25 spread sheet with new replacement numbers for new cards.
- Updating Solid Waste Weight Ticket Report
- Power surge – telephone system went completely out in Public Works; along with internet access 6/18/24.
- Administrative Assistant organizing office for FY25 “start up”.
- Banner adjustments
- Payroll processed.
- Tree Report updates with Division supervisors
- 2507 Hermitage Road tree limb across roadway: reported to management and staff responded to call.
- Director of PW – reviewed request/need for left turn light @ Burton Hill Road on Hwy 170, sent request for a quote to do “study”, rec’d quote and awaiting review.
- Director of PW forward to 1073 Otter Cir deed and plat
- Revised FY25 Budget Longevity List
- Reviewed and collected documentation for new employees and filed folders away.
- Created “template” for reporting Accomplishments to Council

Facility Maintenance Division

- Repair Furniture at PD
- Administrative work at PW

- Quote for Chief Price office meet with Gerald Neal
- Worked on dish washer at station 2
- Set up carpet cleaning for sat
- Lowes search for replacement tiles for WFP marina restroom
- Worked on cameras for fire station 1
- Worked on Carnegie building concerning brown water issue
- Ferguson supply for parts and material
- Meet with Ivette for training at PW
- Court room painting hallways
- PD Chief office painting
- Carpet cleaning
- Station 1 camera repair
- Door closer repair Codes office
- Beaufort Air arsenal repair
- Chiller Restore
- Door repair Jays office CH
- Metasys scheduling
- WFP Restroom Faucet repair
- Bucket Truck PW lighting repair, camera, head light and strobes repair
- Clean Out 2nd floor PD unused space area
- Tile repair WFP Restroom
- Construct large cabinet for upstairs PD Kitchen
- Installed electrical outs (6) PD second floor
- Flag poles redesigned and rebuilt for PD building
- Southeastern yearly fire inspection for PD and City Hall
- Public Works AC building repaired, frozen unit
- Generating monthly test and inspection
- City Hall restroom repair
- Repaired filing cabinet PD
- Stanley Steamer carpet cleaning 2nd floor PD/escort
- Pigeon Point doors replacement
- Alarm testing for PD and City Hall
- Hang writing board PD
- WFP tile repaired in Men's restroom
- Fire Station 1 camera repair
- Terminix Pest spraying Escort
- Construct cabinet for PD 2nd Floor Kitchen area
- Repair door closer at City Hall 1st floor
- Chiller restore on a Sunday, monitored
- Restroom repair at City Hall 1st floor toilet

Stormwater / Street Division:

- Performed easements maintenance at Jericho Woods, Battery Creek Rd, Mossy Oaks Rd, Coleman Ln, Paul Dr and Scheper Ln.
- Responded to and closed out See Click Fix complaint requests.
- Sweeping roadways with sweeper truck @ Harrington, Polk, North, Bladen, and Duke St.
- Bush hogging completed at Southside Park outfall ditches and Dog Park area.
- Routine weekly cleaning at PW Headquarters inside and outside.
- Investigated a complaint about a cracked sidewalk located at 2404 Mossy Oaks Rd.
- Picked up tents and games from 500 Carteret for upcoming Touch A Truck event.
- Cleaned up and prepped equipment for upcoming Touch A Truck event.
- Staged equipment at Pigeon Point Park for Touch A Truck event.
- Assisted Bryan Durrance with fallen tree located on Reynolds St near TCL college from 5:30pm-7:30pm
- Performed easements maintenance at Duncan Dr, Southside Blvd, Broad St, Talbird & Waddell Rd.
- Cleaned out catch basin and jetted out crossline pipes at 806 Adventure St.
- Raised canopy over sidewalk at the corner of 2412 First Blvd and Center Dr E.
- Returned tents and games to 500 Carteret from Touch A Truck event.
- Picked up debris piles and hauled debris to the landfill.
- Dr Grey's Pond maintenance (Bush hog, mow, and weed eat around ponds and ditches).
- Swept the Cities roadways using the sweeper truck. (Harrington, Bay, Duke, Bladen, and North St. Also Oaklawn and Tidal St.
- Responded to and closed out See Click Fix complaint requests.
- Performed easements maintenance at Rosemont Ave, Aster & Camelia St, Polk St, Greenlawn Dr, Church & Lafayette St, Joyner & Reynolds St, and Jericho
 - Responded to and closed out See Click Fix complaint requests.
 - Weekend duty cleaning at Pigeon Point Park and Whitehall Park.
 - Catch basin repair at 110 S Hermitage Rd.
 - Cut up and removed snapped tree branch at 2507 Hermitage Rd.
 - Bush hogged on Spanish Moss Trail at N. Hermitage / Depot Rd.
 - Assisted with hanging flag on the Woods Memorial Bridge.
 - Hauling debris from PW debris staging area to the landfill.
 - Assisted with forming and pouring concrete foundation for benches at Bay St Bluff and Pigeon Point Boat Landing.
 - Cut up and hauled away fallen tree at the corner of Ribaut Rd & Barnwell St.

Parks Division

- Flowerbed Maintenance at Pigeon Point Park
- Spraying Annual Weeds in Pigeon Point Park, Southside, Whitehall, and Wilson Park

- Spanish Moss Trail Repairs to Rails at Depot Crossing and Allison, as well as Dog Can replacement at First Bridge Trestle after 170
 - Quarterly Power Washing at Pigeon Point Park, Southside, and Washington St Park
 - Green House at PW new ground barrier for weeds
 - Repairs to Plumbing System for Southside Bathrooms
 - Flowerbed Maintenance at Wilson Park and Calhoun Thomas
 - Put Fertilizer in Flowerbed at Cuthbert Park and inside Greenhouse
 - Cut Limb overhanging trestle on Spanish Moss Trail at Publix New Crossing
 - Set up water for Beaufort River Run at WFP
 - Weekend Prep for Pigeon Point Park, Southside, and Whitehall Park
 - Cleaned up Bricks and Debris at Vegetation Blind at Depot Rd/Spanish Moss Trail
 - Tre Gadson had Weekend Duty
 - Landscape Maintenance at Whitehall Park
 - Landscape Maintenance at Pinckney, Christensen, Cuthbert, Rodgers, Annette Bryant, Wilson, Calhoun Thomas, and King and East
 - Sprayed for Annual Weeds at Cuthbert, Annette Bryant, and King and East
 - Landscape Maintenance at Southside Park
 - Assisted Traffic Department Lifting Traffic Lights at Broad River and Paris Island Gateway and then TCL at Reynolds St
 - Full Playground Inspections at Pigeon Point Park, Tic Toc, and Annette Bryant
 - Landscape Maintenance at Pigeon Point Park
 - Sprayed Insecticide for Cicada Killers at Southside Dog Park
 - Assisted Packing Gift Bags for Touch a Truck Event
 - Wrote up PTAC requested changes and emailed them to Director
 - Repaired Broken Bird House for Christensen Park
 - Repaired Broken Hose Bib at Public Work Complex
 - Landscape Maintenance at Battery Saxton, Boundary St Bluff, The Coffee Shop, and Stumpman Property
 - Landscape Maintenance at Tic Toc, Spanish Moss Trail 170-Broad River
 - Staged Equipment out at Pigeon Point Park for Touch a Truck
 - Weekend Preps for Pigeon Point, Southside, and Whitehall
 - Weekend Duty was done by Montley Fripp
 - Repaired Small Dog Park Gate with Bryan at Southside
 - Installed Bee Nest Awareness Signs at Southside Dog Park and Pinckney Park
 - Checked Irrigation on Bladen St for Greenery and Found Issue (Broken Pipe)
 - Pressure Washed Bridge Trestle Near 16th Gate Cemetery
 - Replaced Wood Posts on No Parking Signs at Pigeon Point with New Metal Posts
 - Pulled Weeds from Tabby Walls of Pigeon Point
-
- Weekend Preps for Pigeon Point Park, Southside, and Whitehall Park
 - Flowerbed Maintenance at Christensen, Pinckney, Wilson, Calhoun Thomas, and Duck Pond
 - Montley Fripp/Adam Wellins completed Weekend Duty

Traffic Control / General Support:

- Repair ice machine
- Secure doors at Depot Rd. rail head building
- Survey of broken paver caps in Waterfront Park
- Set-up for festival “ Low Country Music Festival”
- Power wash curbing in Broad Street neighborhood for curb painting
- Inspect WK Alston intersection
- Cuthbert St all low-hanging limbs removed
- Cuthbert Park tree limb removed from light pole and wire
- Testing of the CMU after PM
- Deliver extension plugs and astroturf from 500 Carteret to Southside storage
- Traffic PM on Robert Small Pkwy and Sav Hwy
- Meet inspector for sky-jack yearly maintenance inspection
- PW compound field day
- Removed insulation Boundary St and Adventure St
- Presented Safety Talk for Public Works (weekly)
- HR meeting ref NEOGOV
- Install 4 sign boards at WFP boat landing
- Move furniture away from wall preparing for painting, in Chief Price’s office
- Bring traffic signal cabinet from storage, set up in office for controller programming
- Raise the height of traffic signals, Intersection Broad River Rd. and Parris Island Gateway;
Also at Reynolds St and Ribaut Rd.
- Meet with electrical contractor in WFP for a quote to move an electrical pedestal
- Finish painting curbs yellow Broad Street neighborhood also 12” yellow strip at speed bumps
- Replace stoop signs on Broad St.
- Solicit quote from Pender Brothers to thread 4” aluminum pipe to be used as a pedestrian station
- Wired second traffic signal cabinet in office to aid new programming controllers
- Clear 20, 811 locate tickets for traffic signals, mark 3 intersections with paint
- Stage equipment at Pigeon Point Park for Saturday’s “Touch a Truck” event
- Drop off Pedestrian Pole to be threaded
- Set-up traffic signal cabinet and signal heads for display at “Touch a Truck” event
- Pick up 8 steel bollards from Pender Brothers
- Remove light pole and base due to accident at Pigeon Point Rd and Boundary
- Repair traffic signal at Broad River Rd and Parris Island Gateway
- Up date soft ware in traffic controllers (8)
- Install “Touch a Truck banners on Bay St., Pigeon Point Park, and Public Works Complex
- Completed two accident reports of street light knockdowns, submit to finance for insurance reimbursement
- Touch Truck traffic display back into storage

- Retrieved Holophane poles from Southside, compiled all materials needed for light installation at USCB dorms
- Repair 7 Holophane day burning lights on Boundary, Westview, Palmetto, Marsh, and Polk streets
- Repair 1 day burner in Waterfront Park
- Retrieve Dragon Boat Stairs and platform for installation in WFP
- Retrieve truss system for American Flag installation on Woods Bridge, assemble materials
- Contact bridge tender and bridges operations manager for scheduling of work on bridge
- Pick-up American Flag for canvas repair shop
- Complete preventive maintenance for 5 traffic signal intersection
- Label traffic controllers and prepare for programming
- Retrieve copies of signal plans from cabinets, for individual folders, Boundary Street Corridor timing up-grades.
- Repair 2 day burner streetlight in WFP
- Hang American Flag on Woods Memorial Bridge
- Repair 2 Holophane streetlights on Bay Street
- Power cycle camera system at Bay and Scott
- Remove domes on 4 streetlights so Dominion can service them
- Install steps and platform in WFP for use by Dragon Boat Staff
- Repair 2-day burners on Boundary St. install photocells
- Install holiday banners on Bay, Carteret, Port Republic, West and Scott.
- Supply stage power adapter to light and sound company

Fleet / Equipment:

- Hydraulic Supply to P/U supplies
- Made repairs to Mower Max
- Streets Dept. and Parks Dept. Made five different repairs on equipment – Replaced blades, belts, debris cover and cutting deck rollers
- Replaced three blown fuses on Veh – 506. Also order new strobe lights
- Replaced 4 rear tires on vehicle 527
- Ordered necessary supplies for Hurricane season
- HR training on 06/05
- Repaired leaking steam on Enclosed Trailer
- Replaced tire – hole in sidewall Started our water – pumps – (2- 6inch and one 4inch pumps) Ran for 30 mins.
- Started our 2 light towers. Ran for 20 mins. each. Replaced battery in one.
- Commerce PK. To pick -up Cat. 308. Also pick -up Recliner on side of road that someone discarded
- Carquest and Randel's pick – up Hurricane supplies
- Coordinate pick up of Police vehicle for Enterprise to be auction off
- Replaced starter on Street Dept. riding mower
- Started cleaning equipment for Touch A Truck

- Spend two and a half days on vehicle 506 because of an electrical short in head lights and all emergency lights
- Staged equipment at Pigeon Point Park for Touch A Truck Event
- Started all chainsaws for possible storms
- Started all pumps-light towers- Backhoe-Old Knuckle boom and Swa-Car puller
- Repair small water buffalo
- Help return equipment from Touch A Truck
- Waiting for new clutch for Street Dept. riding mower
- Work on getting new quotes for new U-Dump and trailer for Skyjack
- Replaced O-Ring on Mower Max
- Cut grass at PW
- Set up appointment for Annual Inspection on Vehicle - 506



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request from The Exchange Club of Beaufort for co-sponsorship to host The 2024 Patriot's Day and award ceremony in the Henry C. Chambers Waterfront Park and ten (10) complimentary parking passes on Wednesday, September 11, 2024, from 5:30 pm - 6:30 pm
MEETING DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request from The Exchange Club of Beaufort for Co-Sponsorship to host The 2024 Patriot's Day and award ceremony in the Henry C. Chambers Park and ten (10) complimentary parking passes on Wednesday, September 11, 2024, from 5:30 pm - 6:30 pm

PLACED ON AGENDA FOR: *Action*

REMARKS:

Staff recommends Approval

ATTACHMENTS:

Description	Type	Upload Date
Patriots Day	Cover Memo	8/19/2024

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event Patnot Day

Date of Event: 9/11

Contact person: Angel Flewelling

Telephone: 843-524-0042 w
843-271-3368 m

Please check all that apply.

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

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

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

Events Coordinator Recommendation: Approved: _____ Denied: _____

Explanation: _____

Forward for Council Deliberation: _____
Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/20/2024

FROM:

AGENDA ITEM TITLE: Request for co-sponsorship from Dragon Boat Beaufort for use of the Henry C. Chambers Park, Day Dock, and complimentary parking to host Dragon Boat Race Day 2025 on Saturday, June 28, 2025.

MEETING DATE: 8/27/2024

DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request for co-sponsorship from Dragon Boat Beaufort for use of the Henry C. Chambers Park, Day Dock, and complimentary parking to host Dragon Boat Race Day 2025 on Saturday, June 28, 2025.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
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CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request for a Public Assembly for Historic Beaufort Foundation to host the 2024 Fall Festival of Houses & Gardens on October 19 & 20, 2024
MEETING DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request for a Public Assembly for Historic Beaufort Foundation to host the 2024 Fall Festival of Houses & Gardens on October 19 & 20, 2024.
They are requesting the use of signage and possible golf carts to provide transportation for those who cannot walk.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Fall festival of homes	Cover Memo	8/19/2024



July 29, 2024

Mrs. Linda Roper, Director
Community Planning & Development
City of Beaufort
500 Carteret Street
Beaufort, SC 29902

Dear Linda,

On behalf of the Historic Beaufort Foundation, we are seeking approval for the 2024 Fall Festival of Houses & Gardens.

HBF is proud to continue the Fall Festival of Houses & Gardens. Celebrating 50 years, this event has become one of Beaufort's most talked about events attracting residents, day-trippers and visitors from across the country and Canada. This year's event is a two-day event and is scheduled for October 19-20.

Walking Tour of Point Houses & Gardens.

Saturday, October 19, 10AM to 4PM.

The Walking Tour consists of visitors touring homes and gardens at their leisure from 10AM to 4PM on Saturday. The houses are located throughout the National Landmark Historic District this year and will feature both private homes and gardens.

Sunday in *The Beaufort Style*.

Sunday, October 20, 9:30 AM to 2:00 PM

This special activity will be held at a private venue outside of the historic district and will include a tour, Lowcountry brunch and libations. Attendance will be limited.

Ticket/Itinerary Pick-up. As with past tours, patrons will retrieve and/or purchase **ALL** tickets (wristbands) on Saturday, October 19 in The Arsenal Courtyard. Online ticket sales will run through Thursday, October 17th.

Parking. HBF will provide parking direction to all attendees per Park Beaufort.

Signage. As in the past, HBF would like to place corrugated sign boards with posts at the yards of each of the tour properties. HBF will apply for a temporary signage permit to place the signs. The signs will be placed the morning of the tour and removed that same evening.

Preserving Beaufort's Past for its Future

208 Scott Street, Beaufort, South Carolina 29902 843.379.3331

Notification. HBF will coordinate through the historic district neighborhood associations to notify residents of the Tour.

Police. HBF will coordinate with Police to determine if a contract for service will be necessary.

Transportation. HBF may engage golf carts to bring those that need the service from the designated parking area(s) to the tour location.

Alcohol. As a part of the southern brunch and tour scheduled for Sunday, October 20, HBF will apply for a SC ABL License to serve libations. This is a limited attendance, ticketed event held at a private home.

The Fall Festival of Houses & Gardens has historically attracted hundreds of visitors to Beaufort from across the country to stay, tour, dine, shop and immerse themselves in the history and unique offerings of Beaufort and the Lowcountry as gracious residents open their private homes and gardens to offer this unique experience.

We look forward to working with the City of Beaufort, our many partners, gracious homeowners and the community to continue this special tradition.

We appreciate your consideration and look forward to continuing this popular event for Beaufort and the Lowcountry.

Sincerely,



Lise Sundrila
Museum & Preservation Programs

cc: Cynthia Jenkins, HBF Executive Director
Scott Marshall, City Manager



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM Request from TCL PTA Club to host Jingle All The Way 5K from TCL on the
TITLE: Spanish Moss Trail on December 14, 2024, from 9:00 am - 12:00 pm
MEETING
DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request from TCL PTA Club to host Jingle All The Way 5K from TCL on the Spanish Moss Trail on December 14, 2024, from 9:00 am - 12:00 pm.

This is the third annual event with no changes from the last two years. All runners start at TCL and turn around at Rodgers Drive.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Jingle all the way	Cover Memo	8/19/2024



5K RUN/WALK APPLICATION

City of Beaufort-Downtown Operations & Community Services
Attn: Ashley Brandon-Downtown Manager & Events Coordinator
500 Carteret Street, Suite B2 Beaufort, SC 29902

Phone: (843) 379-7063 / Email: events@cityofbeaufort.org | www.cityofbeaufort.org

To be filed NOT LESS than 150 days before event

- **Fee:** \$25.00 non-refundable application fee is payable when the application is submitted
- **Run/Walk Route:** City of Beaufort has a standard route in place that everyone must follow

Name of Applicant: Kari Canfield

Address: 921 Ribaut Rd Phone #: 842-525-8213

Email: kcanfield@tcl.edu

Name of Sponsoring Organization: Technical College of the Lowcountry - PTA Club

Address: 921 Ribaut Rd

Date of 5K Run/Walk: 12/14/24

Time of 5K Run/Walk will Begin: 9:00 5K Run/Walk will Terminate: 12:00

Time 5K Run/Walk Line-Up Begins: Location(s) of Line-Up Area(s): 921 Ribaut Rd

Approximate Number of Persons, Animals in the 5K Run/Walk:

Total sign ups last year: 166

5K Run/Walk will occupy all the width of the streets to be traversed:

5K Run/Walk will occupy only a portion of the width of the streets to be traversed:

OFFICE USE ONLY: Application received by: Date Received:

Receipt #: Approved By:

NOTE: IF THE 5K RUN/WALK IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant: Date:



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request from Beaufort Area Hospitality Association for bridge and street closures to host Beaufort Oyster Festival 5K on Saturday, January 18, 2025, from 7:45 am to 9:30 am
MEETING DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request from Beaufort Area Hospitality Association to host Beaufort Oyster Festival 5K on Saturday, January 18, 2025, from 7:45 AM to 9:30 AM. This is the same route they take every year

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Oyster 5k	Cover Memo	8/19/2024



5K RUN/WALK APPLICATION

City of Beaufort-Downtown Operations & Community Services

Attn: Ashley Brandon-Downtown Manager & Events Coordinator

500 Carteret Street, Suite B2 Beaufort, SC 29902

Phone: (843) 379-7063 / Email: events@cityofbeaufort.org | www.cityofbeaufort.org

To be filed NOT LESS than 150 days before event

- **Fee:** \$25.00 non-refundable application fee is payable when the application is submitted
- **Run/Walk Route:** City of Beaufort has a standard route in place that everyone must follow

Name of Applicant: Caroline Bowen

Address: PO Box 566 Beaufort, SC 29901

Phone # 803-367-2061

Email: caroline@bfthospitality.com

Name of Sponsoring Organization: Beaufort Area Hospitality Association

Address: PO Box 566 Beaufort, SC 29901

Date of 5K Run/Walk: January 18th, 2025

Time of 5K Run/Walk will Begin: 8:00 AM

5K Run/Walk will Terminate: 10:00 AM

Time 5K Run/Walk Line-Up Begins: 7:30 AM

Location(s) of Line-Up Area(s): Marina Lot

Approximate Number of Persons, Animals in the 5K Run/Walk: Approx. 150

5K Run/Walk will occupy all the width of the streets to be traversed: Yes

5K Run/Walk will occupy only a portion of the width of the streets to be traversed: _____

OFFICE USE ONLY: Application received by: _____ Date Received: _____

Receipt #: _____ Approved By: _____

NOTE: IF THE 5K RUN/WALK IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant: _____

Date: 7/18/2024



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM Request from Beaufort County Veteran's Affairs for street closures to host Veteran's
TITLE: Day Parade on Monday, November 11, 2024, from 8:00 am to 12:00 pm
MEETING
DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Request from Beaufort County Veteran's Affairs to host Veteran's Day Parade and street closures on Monday, November 11, 2024, from 8:00 am to 12:00 pm

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Veterans parade	Cover Memo	8/19/2024



PUBLIC ASSEMBLY AND PARADE APPLICATION

City of Beaufort

500 Carteret Street Suite B2, Beaufort, South Carolina, 29902

p. (843) 379-1076 | www.cityofbeaufort.org

To be filed **NOT LESS** than 60 days before event

Please Check One:

☐ Public Assembly Request

☒ Parade Request

Name of Applicant: Caroline Fermin

Address: P.O. Box 1228, Beaufort SC 29902 Phone # 843 255 6880

Name of Sponsoring Organization: Beaufort County Veterans Affairs

Address: P.O. Box 1228, Beaufort SC 29902

PUBLIC ASSEMBLY: \$25.00 non-refundable application fee is applied when 50 or more in attendance

Date of Public Assembly: 11/11/2024 Time Assemble will begin: 0800

Location of Assembly Area: Rodgers Street next to Beaufort Cemetery

Type of Public Assembly (including description of activities):

Parade with floats, bands, walking groups, autos, and motorcycles

Description of Recording Equipment, sound amplification equipment, banners, signs, or other devices to be used: Parade will be broadcast live by Beaufort County Broadcast Services

PARADE: \$25.00 non-refundable application fee is payable when the application is submitted

Date of Parade: 11/11/2024

Time Parade Will Begin: 1000 Parade will Terminate: 1200

Time Parade Line-Up Begins: 0800 Location(s) of Line-Up Area(s): Rodgers by Nat'l Cem

Route Proposed (Giving Starting & Termination Points):

Boundary to Carteret to Bay to Bladen ending in the vic of Nat'l Cemetery

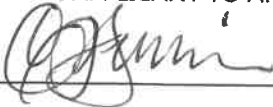
Approximate Number of Persons, Animals & Vehicles Constituting Parade: 50-80

Parade Will Occupy All of the Width of the Streets to be Traversed yes

Parade Will Occupy Only a Portion of the Width of the Streets to be Traversed _____

Interval of Space between Units in Parade: 10 - 15 feet

NOTE: IF THE PARADE IS DESIGNED TO BE HELD BY AND ON BEHALF OF OR FOR ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE A LETTER FROM THAT PERSON WITH THE CITY MANAGER AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

Signature of Applicant: 

Date: 2024 07 15

OFFICE USE ONLY: Application Received By: _____

Date Received: _____

Receipt #: _____

Approved By: _____



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM McKinney and Cassidy wedding reception requests a waiver of drinking in public,
TITLE: alcohol in a city park, and a waiver of the noise ordinance for a wedding reception on
Saturday, October 17, 2024, from 9:00 pm - 12:30 am in the Henry C. Chambers
Waterfront Park
MEETING
DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

McKinney and Cassidy wedding reception requests a waiver of drinking in public, alcohol in a city park, and a waiver of the noise ordinance for a wedding reception on Saturday, October 17, 2024, from 9:00 pm - 12:30 am in the Henry C. Chambers Waterfront Park.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Staff recommends approval



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/20/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Judy Hazel requests a waiver of the noise ordinance to host a 100th birthday party in the Washington Street Park on September 7, 2024, from 1:00 pm - 9:00 pm.
MEETING DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Judy Hazel request a waiver of the noise ordinance to host a 100th birthday party in Washington Street Park on September 7, 2024 from 1:00 pm - 9:00pm.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Judy Hazel birthday party	Cover Memo	8/20/2024



CITY OF BEAUFORT PARKS RESERVATIONS APPLICATION

Downtown Operations & Community Services Department
500 Carteret St. Suite B2 Beaufort SC, 29902
p. (843) 379-7915 or events@cityofbeaufort.org

Applicant: Please complete all sections of this form, (print or fill in electronically), and indicate which park location or site you would like to reserve. Reservation requests are processed in the order received and completion of a reservation application is subject to review and approval. Once your application is approved, you will be notified, and your reservation confirmed. Please contact us at the number listed above if you need assistance. Thank you.

Name of Applicant/Organization Judy Simmons Haze l
Name of Primary Contact Judy Haze l Email beaufort+luv843@gmail.com
Phone 843-929-3303 Address 20 Polite Dr. Beaufort S.C. 29904

Date of event or activity 9/1/24 Time(s) 1pm - 9pm (include set up and clean up time)

Type of event or activity: ☐ Wedding ☐ Birthday Party ☐ Anniversary ☒ Reunion ☐ Picnic
☐ School Outing ☐ Other _____ Number of Participants 50

Is the event Free: ☒ Yes ☐ No Open to the Public: ☐ Yes ☒ No

*Is food or Beverage being served: ☒ Yes ☐ No Sold: ☐ Yes ☒ No

Will vendors or caterer(s) be part of the event: ☐ Yes ☒ No

*(Note that alcohol consumption in city parks is prohibited with limited exception depending on location and subject to City Council approval and waiver of ordinances, obtaining applicable permits, enforcement services, etc.). In addition, the use of grills, fryers, and other combustible equipment is subject to approval and in some cases/locations strictly prohibited.

*The use of bounce houses, slip and slides, balloons and confetti are prohibited. In addition, staking of items into the ground are prohibited.

Signature of applicant acknowledgement to park rules: Judy S. Haze l

Please share additional details and a description of your event:

Park or Site being requested: See listing below for information and types of uses, restrictions, amenities, etc. for each park/site.

Park/Site	selection
Pigeon Pt. Park – 1512 Pigeon Pt Road	
Washington St Park – 1003 Washington St	☒
Cuthbert Park – off Lafayette Street	
Wilson Park – Ribaut Road across from Hermitage Road	
South Side Park – 2614 Southside Blvd..	
Thomas Calhoun Park – 1141 Ribaut Rd	
The Bluff on Bay Street	
Cannon Park on Bay Street	

Park and Event Site Uses and Descriptions

The city of Beaufort reserves the right to review and grant approval of requests and use of parks and venues at its discretion. Submission of an application is subject to review and approval and is not a guarantee or confirmation of permission to use or occupy parks or sites.

Park/Site	Capacity and Reservable time block	Water	Elec.	Lights	Parking	
The Bluff on Bay Street	Limited to (30) people and maximum 2 hours event time				X	Limited to small groups. No music, food, beverage permitted. Structures of any type are prohibited. Some limited seating/chair may be used. Parking is along Bay Street.
Southside Park	Number of participants based on type of event. Up to 8 hours event time				X	Small to larger gatherings and activities, dog park, open field spaces, walking path, restrooms, picnic tables
Wilson Park	Limited to (30) people and maximum 4 hours event time				X (8 cars max)	Limited to small groups. Open lawn space, and benches. No amplified music, alcohol, cooking, or grilling permitted. No restrooms
Washington Street Park	Number of participants based on type of event. Up to 8 hours event time	X	X	X	X (12 cars max)	Small to larger gatherings and activities, playground equipment, picnic tables, restrooms, covered picnic area
Thomas Calhoun Park	Limited to (40) people and a maximum of 8 hours event time				X	Limited to small groups. Picnic tables, and benches, no restrooms, open lawn space
Pigeon Pt. Park	Number of participants based on type of event. Up to 6 hours event time				X	Small to larger gatherings and activities. Playground, picnic areas, lawn spaces, restrooms. No grilling permitted
Cuthbert Park	Limited to (20) people and maximum 4 hours event time				X (6 cars max)	Limited to small gatherings. No-amplified music, grilling, or amplified music permitted. Open lawn space, benches, and picnic area. Limited seating/chairs may be used.
Cannon Park	Limited to (20) people and maximum 2 hours event time				X	Limited to small groups. No music, food, beverage permitted. Structures of any type are prohibited. Some limited seating/chair may be used. Parking is along Bay Street.

Date Application Received: _____ Reviewed By: _____ Approved: Yes ☐ No ☐



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Lawson wedding rehearsal dinner requests a waiver of drinking in public, alcohol in a city park, and a waiver of the noise ordinance for a wedding rehearsal on Friday, November 18, 2024, from 4:00 pm - 7:00 pm in the Whitehall Park
MEETING DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Lawson wedding rehearsal dinner requests a waiver of drinking in public, alcohol in a city park, and a waiver of the noise ordinance for a wedding rehearsal on Friday, November 18, 2024, from 4:00 pm - 7:00 pm in the Whitehall Park

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Lawson Wedding Reception	Backup Material	8/26/2024



CITY OF BEAUFORT

Whitehall Park Application

Downtown Operations & Community Services Department 500

Carteret St Ste. B2 Beaufort, SC 29902

Phone: 843-525-7084

Name of Event: <u>Rehearsal Dinner</u> <u>(Taylor & Lawson)</u>	Date(s) of Event: <u>Nov. 8</u> Setup start/end time: <u>4-8</u> Actual event start/end time: <u>5-7</u> Take down start/end time: <u>7</u>
Organization/Individual Name: <u>Stephanie Freeman</u>	Address: <u>721 14th St.</u> <u>Port Royal, SC 29935</u> Telephone: <u>843-814-3653</u> Email: <u>Freeman660@icloud.com</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- ***Deposits are refundable provided the venue is returned in the same condition it was received.***

Please mail completed application to:

City of Beaufort, Attn: Linda Roper, 500 Carteret St. Suite B2 Beaufort, SC 29902,

or scan and email: events@cityofbeaufort.org

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-525-7084 or visit our website at www.cityofbeaufort.org

Is event open to the public? no

Will admission be charged, or donation required? no

Will alcoholic beverages be sold? no Served? (Beer & Wine Available)

Will food be sold? no Served? yes (Sea Eagle - Lowcountry Boil)



City Council Worksession Meeting Minutes – Council Chambers – 2nd Floor

July 9, 2024

I. CALL TO ORDER

5:00 PM

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. EMPLOYEE NEW HIRE RECOGNITION

A. Fire Department - Giovanni Murgolo, Joshua Nicholas.

Tim Ogden, Fire Chief, introduced Giovanni Murgolo and Joshua Nicholas.

III. DISCUSSION ITEMS

A. King Street Stormwater Project options.

JJ Sauve, Assistant City Manager, went over three options for Council to consider. The options were to proceed with the original design, do a change order for the scope of work and amend the original contract with Davis and Floyd, or postpone the project in its entirety. He then went over the pros and cons of each option. Options two and three were the focus of the discussion. A copy of the memorandum is attached.

He stated that we are under a time restriction. The South Carolina Department of Health and Environmental Control's Office of Ocean and Coastal Resource Management needs to schedule a formal public hearing very soon on the permitting process.

Councilman Lipsitz is in favor of moving forward with option two, since this would allow for a pump station to be installed in the future should it be needed.

He would like for Davis and Floyd to look at the outflow to see what fits the neighborhood best.

Councilman Mitchell inquired if the gravity feed portion of the construction exists now, or would it need to be constructed. Mr. Sauve stated it would need to be constructed.

He feels that to do nothing would be the wrong thing. We need to fix what is already in existence. He sees no harm in letting the design process be completed.

Councilman Scallate, questioned if we moved forward with their hybrid suggestion, would we not be able to add the green infrastructure component just to better evaluate the environmental impact. He inquired if that addition would require a new design. His initial thought is to replace the pipes, clean out and fix the outfalls, and seek green infrastructure alternatives.

He thanked Carrie Gorsuch for all her hard work in obtaining these grants. He feels that option two is the best choice at this time. Send it back to design with the stipulation that the “drain gang” is brought to the table to discuss what design makes sense and what alternative green infrastructure options would complement the new drains.

Mayor Pro Tem, McFee, said that option three is not an option. He stated that without considering the continuation of any further pump designs at this point where it does not appear to be that beneficial or acceptable to the neighborhood, and utilizing, when at all possible, the opportunity to include green technology, he feels that option two is best.

Mayor Cromer is in favor of option two. The problem needs to be fixed. We can always monitor and go back later if it turns out to be worse than we thought.

Mr. Sauve will work with the City Attorney on the appropriate change order language, to design a system with the lowest, or an acceptable standard that is as close to the footprint that is already in existence. This would also take into consideration the addition of a pump station if it were deemed necessary down the road. A citizens advisory group will be included to assist in the process.

The following addressed Council with their comments and concerns:

Conway Ivy, 501 King Street. His letter is attached.

Brenda Litchfield, 808 Hamilton Street.

Lila Meeks, 911 New Street.

Jim White, 521 New Street.

Beth Grace, 509 North Street. Her letter is attached.

Dave Russell, 411 Craven Street.

Nancy Russell, 411 Craven Street.

Gene Grace, 509 North Street.

Graham Trask, 1211 Bay Street.

John Ginder, 409 Federal Street.

Paul Trask, 610 Bladen Street.

Deb Chevas, 310 Hancock Street.

Rob Cahill, 608 Waters Street.

B. 2024 Transportation Sales Tax Referendum.

Councilman Scallate reported that Beaufort County Council approved on third reading this referendum. This will move it forward to be on the ballot in November. The hope is to bring in approximately 950 million dollars for transportation needs. Some of the desires were spelled out in the ordinance for the projects that are intended to be funded. He feels there are still some questions in the community and an education campaign will prove to be beneficial. He stated that Beaufort County Councilwoman, Alice Howard, proposed a change which would allow for the City of Beaufort and the Town of Port Royal to have 10 million dollars for municipal identified priorities should the referendum pass. His hope is that through the introduction of this conversation, that Council can give staff some direction on what their intentions would be for the funding based on previously identified priorities.

Mayor Cromer inquired if a study done through the Beaufort County Transportation Committee on the condition of county roads also included streets in the city as well. The study was done on all state roads.

Mr. Sauve stated that there will be a Quarterly Capital Improvements Process Meeting on August 20, 2024. There will be discussions at that meeting about how we hope to engage the different neighborhoods throughout Beaufort to identify capital project needs.

Councilman Mitchell mentioned that last time the referendum did not pass. He stated that the more we can do as a city to educate the citizens, the more likely something like this might be successful.

Councilman Scallate provided a map of a previously identified project. He stated this came from the Long-Range Transportation Plan that he believes was conducted in 2006. It seems to him that this might be another feasible option for a road that would run parallel to Boundary Street. A copy of the map is attached.

Councilwoman Alice Howard, spoke to Council about funds in a program they refer to as Buckets for Pathways. This covers things like the Spanish Moss Trail, and connections to sidewalks. These are separate funds from the 10 million transportation dollars.

Councilman Lipsitz would like someone from the county to attend the next workshop to explain what is exactly planned for Ribaut Road. Wants to see action taken on a third crossing.

Mayor Cromer suggested the use of bollards downtown when there is to be a street closure, instead of having to use Police Department staff. Crosswalk improvements are also needed, especially at Bay and Carteret Streets. One is also needed near USCB for those students that are crossing the street. **Mayor Pro Tem, McFee** stated that these improvements could come out of Safety Funds that are available.

More discussion on this will take place at the August, 20, 2024, Workshop.

IV. ADJOURN

6:50 PM

Disclaimer: This document is a summary. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at tguldner@cityofbeaufort.org.

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.

Scott Marshall
CITY MANAGER
843-525-7070

John Sauvé
ASSISTANT CITY MANAGER
843-379-7525



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:
Philip E. Cromer, Mayor
Mike McFee, Mayor Pro Tem
Neil Lipsitz
Mitch Mitchell
Josh Scallate

Tuesday July 2, 2024

MEMORANDUM

To: City Council

From: J.J. Sauvé, *Assistant City Manager*

Re: King Street Stormwater Project Options

I. Introduction

The King St. Stormwater Project is one of four ongoing stormwater improvement projects being completed based on the Downtown/Point Drainage Study commissioned by the City of Beaufort in 2021 and completed in 2022. These projects are all funded through various state and federal grants, with the King St. Project funding coming from a grant with a December 2026 sunset. The other three funded projects only involve underground collection and conveyance systems and outfall structures, while the King St. Project is based on the need for a pumping station and control center. Davis & Floyd and Architect Rob Montgomery provided city staff with initial design concepts in late February 2024, and the public input process began shortly after.

The public input process has provided significant community opposition to the original designs discussed below in option two. Further, the public input has ranged from distaste for the proposed aboveground structures, requesting cleaning of existing pipes or replace of existing pipes alone, to questioning of the underlying engineering study, to questioning of the need for any stormwater work at all. Council is well aware of the many concerns raised throughout this process, and most are available for viewing online.

Because option one below is timebound due to grant funding requirements and a pending OCRM permit hearing, staff is requesting that Council provide guidance on how it wishes to proceed with this project. There are three identified options that were presented at the last City Council

Scott Marshall
CITY MANAGER
843-525-7070

John Sauvé
ASSISTANT CITY MANAGER
843-379-7525



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:
Philip E. Cromer, Mayor
Mike McFee, Mayor Pro Tem
Neil Lipsitz
Mitch Mitchell
Josh Scallate

Worksession, and this memorandum provides pros and cons for each of those options.

II. Option One: Proceed With Original Design

The first path forward is to proceed with the current engineered system that requires some configuration of underground conveyance, a pump station, and a control housing. There is some room for aesthetic changes and features such as removing the generator housing, adjusting height and design of the control station building, taking ownership of Federal St from SCDOT and placing the pump station under Federal St, or moving to another pump design that could lower the outfall height by approximately two feet. This path keeps the project on-schedule with the grant requirements, and is the path recommended by the engineering team, but is not favored by the public.

Pros

- Provides the greatest long-term protections and resiliency for the community according to the engineers
- Executes the plan originally identified in the Downtown/Point Drainage Study
- Already designed to approximately 60% completion stage and permitting process begun

Cons

- Not favored by the community
- Requires building a control station in Knott Park
- Unsightly large pump station
- Requires a specific timeline due to grant funding
- Most expensive option
- Requires significant construction and disruption of daily lives during construction phase

III. Option Two: Change-Order for Scope of Work

Scott Marshall
CITY MANAGER
843-525-7070

John Sauvé
ASSISTANT CITY MANAGER
843-379-7525



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:
Philip E. Cromer, Mayor
Mike McFee, Mayor Pro Tem
Neil Lipsitz
Mitch Mitchell
Josh Scallate

The second path forward would require a change order in the engineering process, and approval by the grant authority, and may push the project timeline to no longer align with the grant funding requirements. This path would be to direct Davis and Floyd to go back to the original engineering design for the conveyance system and determine if a completely different design could achieve the desired stormwater drainage results without the use of a pumping station. This was discussed by Davis and Floyd, and achieves the same results as Mr. Ivy's proposal, but would not run afoul of local, state, and federal procurement requirements. This path could also explore other alternatives as requested by Council, such as the incorporation of green infrastructure as discussed by Councilmember Scallate. Based on our most recent discussions with Davis & Floyd, we believe that this option could be possible (see addendum) and could even be completed in a manner that would allow for the addition of a pump station in the future if that were to ever be desired.

Pros

- Addresses many of the public's concerns and complaints
- Removes need for the pump station and any above ground structures
- Believed to be a significantly less expensive option, even with the new design/permitting requirements
- Addresses the aging and failing existing collection and conveyance system and outfall
- Could be designed to allow for a pump station in the future if ever desired or needed by the community

Cons

- Does not address all the public's concerns and complaints- specifically those who believe there is no flooding/stormwater problem
- May extend timeline beyond that of the grant funding
- Change in scope will require approval of SCIIP for continued grant funding which is not guaranteed
- Still requires extensive construction and disruption to daily life during the construction phase

Scott Marshall
CITY MANAGER
843-525-7070

John Sauvé
ASSISTANT CITY MANAGER
843-379-7525



CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

COUNCIL MEMBERS:
Philip E. Cromer, Mayor
Mike McFee, Mayor Pro Tem
Neil Lipsitz
Mitch Mitchell
Josh Scallate

IV. Option Three: Postpone Project

The third option is for Council to pause things and re-assess the priority of the King St. Stormwater Project. This could be accomplished by providing notice of termination of the design contract and following that procedure as outlined in the contract for services or allowing the design and permitting process to be completed and then shelving the project for future review. Either way Council would have the opportunity to re-assess the need and priority of the project at next year's strategic planning session, and in any future Capital Improvement Plan (CIP) planning sessions.

Pros

- No or minimal further expenditures of City funds
- Addresses many of the public concerns and complaints, specifically the comments that flooding/stormwater are not an issue
- If fully designed/permited and shelved, may be brought forward in the future more quickly if deemed necessary

Cons

- Does not address any problems or potential problems now or in the immediate future
- If design/permitting not completed, City has nothing to show for already expended funds
- May be required to explain stoppage of project if applying for state or federal grant funding in the future

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ADDENDUM

Options Summary from Davis & Floyd

Subject: RE: King Street
Date: Wednesday, July 3, 2024 at 12:19:52 PM Eastern Daylight Time
From: Michael V. Horton, PE, CFM, LEED-AP
To: Carrie Gorsuch, John Sauve
CC: Greg Mueller, PE, Michael A. Putnam, PE, CFM
Attachments: emaillogo_c9bcd2f2-b7f1-45b5-b0cb-095e8bc8c012.png, Improvements without Pump Station from King Street Public Engagement & Council Meetings 20240508.pdf

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

Thank you for your time and discussion during our meeting yesterday. We understand that the City is looking to present 3+/- variable / alternative approaches to the project scoping and delivery for Council consideration together with a staff recommended approach for possible actions forward. The following approaches were entertained as part of the discussion:

1. Continue with the design, permitting, and bidding of the project as currently planned / contracted, following the City's selection of layout / location for pump station and power & controls facilities, addressing aesthetics to the extent practicable as design progresses
2. Redesign all of project elements for a reduced level of performance and to a level that does not offer or require use of a Pump Station, following the City's selection of a performance objective / level of service
3. Pause / stop project immediately or at some point in advance of awarding construction

As discussed and collectively developed in response to the above three approaches being entertained, we recommend that the City entertain a hybrid of the above, as described below:

- Proceed with final design of Collection & Conveyance System (current standard level of design performance = 10-year)
- Amend Engineering Contract to suspend all further conceptual, preliminary, and final design of the Power & Controls Facilities (facilities to be located in Knott Park supporting the operation of a Pump Station), deferring this work indefinitely
- Advance Pump Station design to a 60% design level such that the Outfall can be designed as a compatible but free standing / fully functional gravity outfall that attempts to mitigate increases in (tidal pond) stage over existing (pre-project) conditions and can be built without the Pump Station, deferring the Pump Station final design, permitting, and construction indefinitely
- Restart USACE / OCRM Permit Application reviews and Public Hearing for the Outfall construction only
- Advance Outfall design to 100% for bidding and construction together or concurrently with Collection & Conveyance system

The above project design / permitting approach does not sacrifice any of the design completed to date and limits if not fully avoids any redesign (outfall may be only risk here for some redesign need, to avoid adverse impacts in Tidal Pond). Further, this approach allows the City to fully design, permit, construct, and ultimately accomplish two of the four basic project components, facilitating future advancement / continuation of the 'complete project' if and when the work is desired in the future. The public will be given opportunities, again, in the future to support or object to the continuation of the project through local, state, and federal review / approval processes that would follow future preliminary and final design of the Pump Station and Power & Controls facilities.

Performance of the system constructed following this approach has been demonstrated in prior council work sessions (attached for convenience).

As for the offered and discussed photo or sketch rendering of the Outfall without Pump Station, we are unable to prepare such in advance of Tuesday's Council Meeting. However, as we discussed, the outfall (creek) side will be same size and very similar if not exactly the arrangement currently depicted in the Permit Application Drawings (plan and section) and the upstream (pond) side will (without the Pump Station) look much like the existing structure, but larger. It will be all-new and on the order of 3x size. As with all of the work to date, we would expect being tasked with and attempting to address the aesthetics to the extent practicable, but the City is reminded with respect to the need and size of subject structure (outfall piping and control structure) that the Collection & Conveyance improvements has the need to bring roughly 3x the capacity of the existing system to alleviate the flooding along its route (King Street) and therefore, the outfall has the need to convey the same capacity so that it does not adversely affect stages within and surrounding the Tidal Pond. Anything less being desired / required of us for the size of outfall will require electing and pursuing Alternative No. 2 above.

Please know that we remain available to answer any questions you may have and we look forward to supporting the City in and through any approach that is elected.

Mike

DAVIS & FLOYD

PLAN | DESIGN | ENGINEER

Michael V. Horton, PE, CFM, LEED-AP

CHIEF ENGINEERING OFFICER

1940 Algonquin Road

Suite 301, Charleston, SC 29405

O. (843) 554-8602 | C. (843) 209-0275

E. mhorton@davisfloyd.com | davisfloyd.com

Beaufort | Charleston | Columbia | Florence | Greenville | Greenwood

-----Original Appointment-----

From: Carrie Gorsuch <cgorsuch@cityofbeaufort.org>

Sent: Wednesday, June 26, 2024 4:03 PM

To: Carrie Gorsuch; Michael V. Horton, PE, CFM, LEED-AP; John Sauve

Subject: King Street

When: Tuesday, July 2, 2024 10:00 AM-11:00 AM (UTC-05:00) Eastern Time (US & Canada).

Where: Microsoft Teams Meeting

No pump station, generator, and controls discussion.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 236 416 910 716

Passcode: PBBaw4

For organizers: [Meeting options](#)

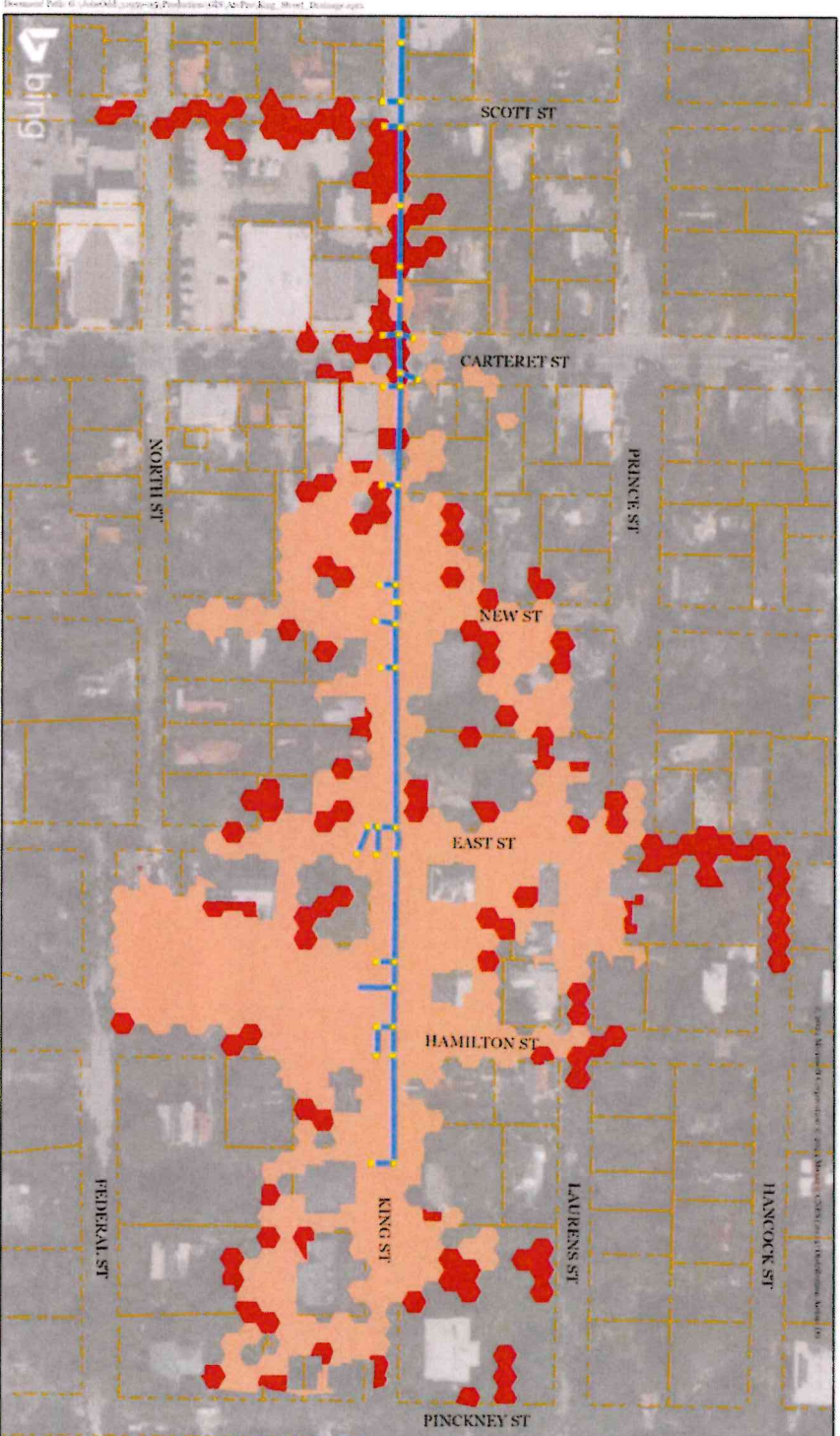
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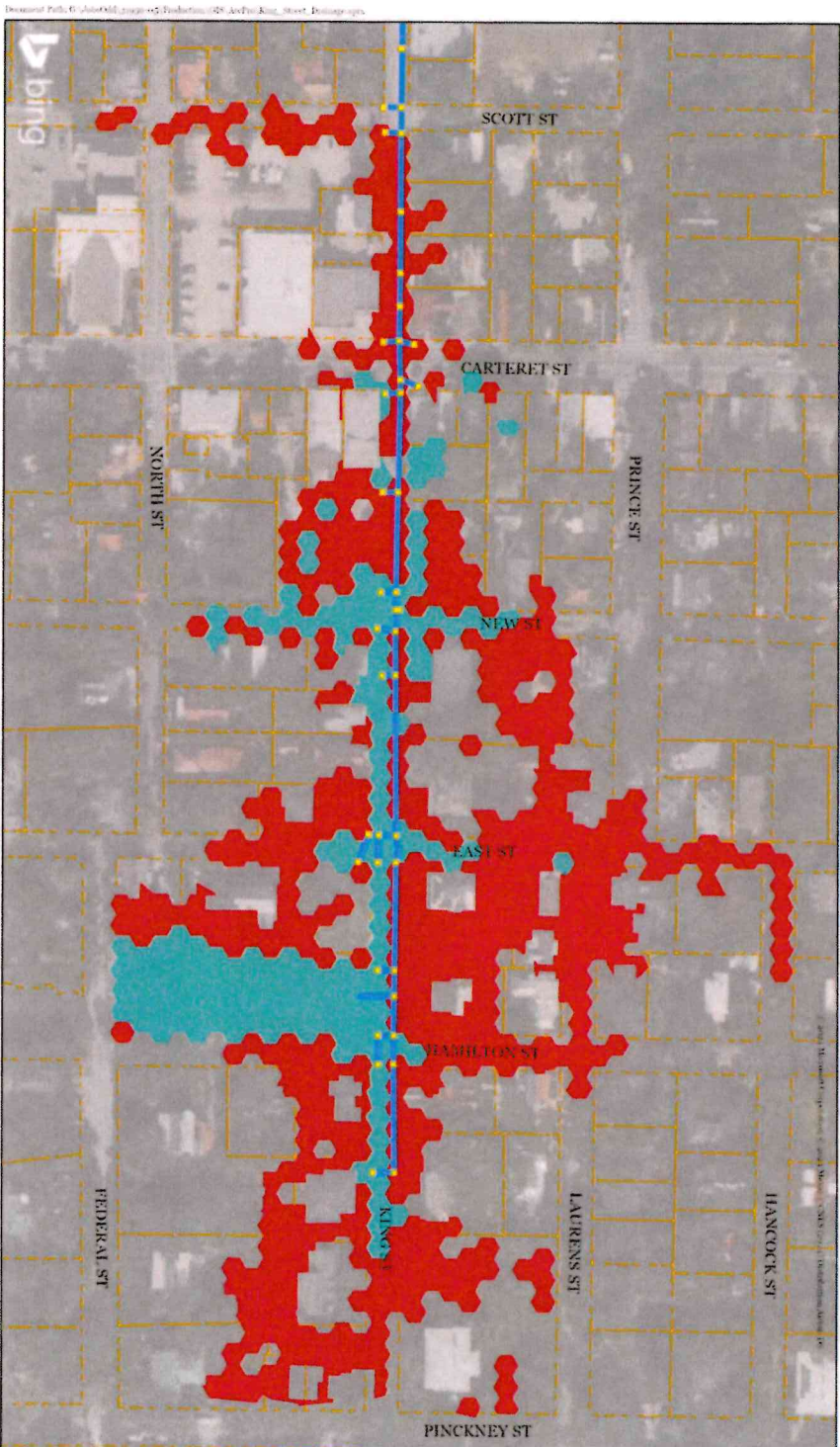
ALTERNATIVES

Collection & Conveyance Only (High Tide) vs. Existing Conditions (High Tide)



ALTERNATIVES

Collection & Conveyance + Outfall (Low Tide) vs. **Existing Conditions (High Tide)**



Conway G. Ivy; Presentation City Council Workshop July, 9, 2024

WORKSESSION - ITEM A.

My comment regarding the King Street Drainage Project primarily concerns Option Two; a Change Order in the engineering process. Its purpose is to evaluate a gravity system without a pump station. I do not support Option Two as stated because a conclusion has already been reached that an outflow structure 3X the current size would be required. However, my concern can be addressed by changing scope of work.

The current proposed design was initiated by the preselection of a pumpstation and supporting power and control facilities to be located in Charlie Knott Park. Using the design of the existing gravity system as an alternative was not considered. A video survey of the current gravity system piping was completed. It categorized sections as heavy clogging, moderate clogging, noted pipe blockage and inaccessible pipe. This survey defined 40 to 45% of the King Street system as blocked or inaccessible with inaccessible presumably blocked. I made this rough and obviously imprecise calculation utilizing the general map provided in the Davis & Floyd 2022 The Point and Downtown Drainage Study. This does not even include poorly functioning drains. With a significant portion of the King Street drainage system blocked and non-functioning, we still do not have a persistent street flooding problem.

The change order should address whether the current stormwater gravity system design structure, if fully functional, could mitigate an intermittent, somewhat rare, shallow street flooding issue. If it can, as it has for much of its 100 year history, the conclusion would significantly reduce the scale and cost of the current design proposal.

A critical factor in system design are the assumptions of water input from the 42 acre watershed. The Davis & Floyd design model is based on three conditions;

Historical Conditions which are used in validating and calibrating the models

Current Conditions are used as the basis of design. The primary inputs are the modeled 10 and 25 year maximum rainfall events.

Future Conditions are used to check for resilience against anticipated climate change.

To account for future rainfall due to projected climate change, two alternative models were described in the 2022 Report. The first model based on NOAA rainfall records accompanied 134 realizations of 21 global climate models across South Carolina. It indicates the average rainfall increase for 2 through 25 year design events to be approximately 3/10 ths of an inch. The second model by the National Resources Conservation Service was chosen for inclusion in the design. This model projected a 4 inch per hour increase in rainfall for a 10 year defined rain event. No reason was provided why the 4" model was selected.

Future tidal conditions included in the model are based on a 50 year projection of the estimated tide at Fort Pulaski, Georgia at the end of 50 years. The data was modified for Beaufort. The projected impact would be a level 1.7 feet above current conditions.

The portions that each of these water inputs contribute to the mass, scale and cost of the King Street Drainage Project design have not been disclosed.

To place these assumptions in perspective, I did a very rough comparison of the volume in cubic feet of the current piping system versus the proposed piping system.

This implicitly reflects the engineering assumptions of projected water inflow from the watershed used in each system. The cubic foot capacity of the current piping system, if fully functional, is an estimated fifty-nine hundred cubic feet. The cubic foot capacity of the proposed piping system is twenty-four thousand cubic feet, an increase by a factor of 4. Our 100 year old drainage system when fully functional with 5,900 cubic feet was adequately handling the rainfall events. The proposed system design is obviously projecting a very significant increase in water inflows of unknown origin. The proposed design is based on the current condition of a 10 and 25 year maximum rainfall event. These numbers have been stable over time. Apparently, the increased scale of the proposed piping system is being driven by projected future conditions.

The flaw in the proposed Option Two change order is the water input assumptions are not changed or reevaluated. As stated in the David & Floyd addendum to Mr. Sauve's memorandum, this leads to an oversized outflow structure that is 3X the size of the current structure. The size of the proposed structure harms the park setting and view shed from Federal Street. To be determined is whether it impinges on adjacent property owners.

If it is determined the current system design will mitigate the street flooding, design consideration should be given to the evaluation of the current system in terms of repair and replacement of blocked pipes and malfunctioning drains. The objective is to create

an outfall structure of the same size as the current outfall using modern gate technology. The current gate, I believe, is many decades old. This would also involve a reduction in the scale of the piping. It would reduce the potential adverse impact on trees as the street excavations would be reduced by approximately 50%. The change order would be a fresh reset to look at and review the King Street project from a different perspective rather than using the current water inflow assumptions and increasing the size of the outflow structure.

These comments go to the impact of the water input assumptions on the size and scale of the design.

However, another important aspect is the consideration of the scale, severity and frequency of the street flooding problem to be addressed. Mitigating a small infrequent problem of short duration will inform an appropriate cost/benefit analysis.

The depth of street flooding when it occurs is shallow. It is important to remember, no homes on the point have ever been flooded in a non-hurricane related event. In 2014 a heavy rainfall flooded Carteret Street resulting in some offices being flooded. An estimated peak depth was approximately 10 inches. However, an important contributing factor to the office flooding was apparently wave action created by the velocity of cars driving through the water. Temporary closure of the street would have mitigated the problem.

The Davis & Floyd Report addressed the maximum flood depths that would result from a maximum 10 year rain event. The maximum depth modeled for such an event is apparently 1 to possibly 2 feet. This depth is the maximum in 10 years so other actual flood events occurring in the same 10 year period would be less than 1 foot. The results apparently do not change for a 25 year maximum rainfall event. Our experience is the actual flooding at King and East Street, when it infrequently occurs due to a heavy rainfall, could be 6 to 8 inches deep. However, it dissipates in a matter of hours. This is with a storm water system that is 40 to 45% blocked with poorly functioning drains.

There is no study of flooding duration from rainfall. Even Davis & Floyd's own tidal flooding studies and our experience indicate the flooding events are not of long duration. I personally observed the flooding from Hurricane Irma dissipate in 3 hours from its peak.

Davis & Floyd did a study on tidal flooding during a 442 day period in 2022 and 2023. It found on 93 occasions the tide exceeded the average elevation of lower King Street. However, the current tidal gate on the pond limited flooding of lower King Street to 3 times. The maximum duration of the King Street flooding was 3 hours and 25 minutes.

There is no analysis of the frequency of flooding which would indicate the persistence and importance of the problem. Our experience indicates it is shallow and infrequent, perhaps once a year from a heavy rain storm. The street flooding on Carteret Street that occurred in 2014, with the exception of hurricane Irma flooding, to my knowledge, has not reoccurred in 10 years

The change order should evaluate if a fully functional existing gravity drainage structure and outflow gate would mitigate the flooding caused by a 10 year and 25 year maximum rainfall event. The order should include the identification of each water input's impact on the size and scale of the system components. This would be for the current proposed design and the current gravity system. It would also include a comparison of the impact of both alternative models described under projecting future conditions. These points should be the primary elements of the change order.

Regarding Option Three before us today, it contains two alternatives.; terminating the design contract or allowing the design and permitting process to be completed. I do not support completing the design and permitting process for the current proposed design. Shelving a permitted plan will create significant future issues as the garage controversy has demonstrated. The current design work done to date will not be lost. It will be there should it be needed in the future.

Regarding Option One before us today, the proposed design should not be selected. The pump station proposal is apparently to diminish the duration of the street flooding. As previously discussed, the flooding only lasts for several hours. Spending \$6.5 million for a pump station to deal with short-term low impact issues is not a good use of funds. The funds freed up from eliminating the pump station through amending the grant can be applied to funding cost increases of the King Street Drainage Project. With State Infrastructure Bank approval, the funds could also be applied to fund increased costs of the other Beaufort drainage project. This approval may be facilitated by a reputation of spending funds carefully.

In Davis & Floyd' project prioritization process, the blocked drainage on Pickney Street supplying outfall #8 did not make the cut. Our Point neighbors impacted by that decision would appreciate consideration of their issues as well. Freed up funds may be applied to this as well..

As an addendum, my calculations of the cubic foot volume of the two systems are attached.

Thank You.

A handwritten signature in black ink, appearing to read "Conway G. Ivy". The signature is fluid and cursive, with the first name "Conway" being more prominent and the last name "Ivy" following in a similar style.

Conway G. Ivy,
501 King Street,
Beaufort, SC 29902

King Street Piping Proposed System				feet	rpl 27"	rpl 24"	rpl 19"	rpl 18"
	Proj 14	Proj 17	Proj 18	total				
45" ercp								
	31							
	128							
	43							
rpl 10"	20							
rpl 24"	240	43				283		
rpl 24"	32	125				157		
rpl 24"	240	110				350		
rpl 24"		42				42		
rpl 27"	30				30			
rpl 27"	126				126			
rpl 18"		235						235
total	890	555		1445	156	832		235
CuFt				15,959	620	2613		415
38" ercp								
rpl 6"		15						
rpl 24"		23				23		
rpl 24"			46			46		
			243					
rpl 15"			201					
rpl 15"			51					
rpl 18"			63					63
rpl 19"			59				59	
total		38	663	701		69	59	63
CuFt				5502		216	116	111
30" ercp								
rpl 18"			46	46				46
CuFt				225				81
18" rcp								
	25	23	51					
	20		271					
rpl 3"pvc			7					
rpl 10"			16					
rpl 12"	25	45						
rpl 12"	147							
rpl 15"		32	240					
rpl 15"		20	32					
rpl 18"		235						235
rpl 24"			24			24		
total	217	355	641	1213		24		235
CuFt				2143		75		415
CuFtTOT	23,829							

rpl 15"	rpl 12"	rpl 10"	rpl 6"	rpl 3"	Total RPL	new	TOTAL
						31	
						128	
						43	
		20					
		20				202	
		41			3689	2,231	5920
			15				
						243	
201							
51							
252			15			243	
309			2.9		754.9	1913	2667.9
						81	
						51	
						271	
				7	7		
		16			16		
	70				70		
	147				147		
272					272		
52					52		
					235		
					24		
324	217	16		7	823	322	
397	170	9			1454	569	2023
					5897.9	4,794	10610.9

Appendix F: Proposed Improvements Costs

System	Project Number	Existing Condition	Proposed Improvement	Length	Quantity	Count	Units	Unit Cost	Improvement Cost	
OF-5	12	-	120 LF of Single 18" RCP	120	-	-	LF	180	\$ 21,600	
		-	244 LF of Single 18" RCP	244	-	-	LF	180	\$ 43,920	
		Replace Existing 8" VCP	109 LF of Single 18" RCP	109	-	-	LF	180	\$ 19,620	
		Replace Existing 8" VCP	35 LF of Single 18" RCP	35	-	-	LF	180	\$ 6,300	
		Replace Existing 8" VCP	28 LF of Single 18" RCP	28	-	-	LF	180	\$ 5,040	
		Replace Existing 8" VCP	112 LF of Single 24" RCP	112	-	-	LF	190	\$ 21,280	
		Replace Existing 15" RCP	23 LF of Single 18" RCP	23	-	-	LF	180	\$ 4,140	
		-	Junction Box (Small)	-	-	4	EA	5100	\$ 20,400	
		-	Riprap Armoring	-	7	-	TON	175	\$ 1,225	
		-	MTD (5-ft Diameter)	-	-	1	EA	26000	\$ 26,000	
		-	Backflow Prevention (24" Diameter)	-	-	1	EA	22000	\$ 22,000	
		Sub-Total								\$ 191,525
		Allowance - Incidental (50%)								\$ 95,763
		Allowance - Water/Sewer (50%)								\$ 95,763
		Asphalt Paving								\$ 50,339
		Curb Placement								\$ 10,704
		Contingency (26%)								\$ 111,548
		Estimated Construction								\$ 555,641
		Construction Engineering and Inspection								\$ 66,677
		Estimated Engineering								\$ 102,480
		Estimated Permitting								\$ 15,372
		Project Total								\$ 740,170
OF-6	13	-	40 LF of Single 24" HDPE	40	-	-	LF	140	\$ 5,600	
		-	40 LF of Single 24" HDPE	40	-	-	LF	140	\$ 5,600	
		Replace Existing 4' x 3' RCBC	40 LF of Single 6' x 4' RCBC	40	-	-	LF	1100	\$ 44,000	
		Axial Flow 3ph/480V/100HP Pump								\$ 600,000
		30' L x 15' W x 15' D Pile-Supported Concrete Wetwell with Wood Finished Decking								\$ 750,000
		480V/800A Electrical and Service Connection								\$ 30,000
		Motor Controls and Gravity Instrumentation								\$ 250,000
		Natural Gas 350 kVA Generator								\$ 225,000
		Backup Generator Natural Gas Connection								\$ 50,000
		15' W x 25' L Elevated Building for MCC, Generator, Etc.								\$ 500,000
		Motor Disconnects, 5' W x 5' L Elevated Building, and Feeder Service								\$ 282,500
		24" Forcemain w/ Flap Gate (2) and Parallel Gravity Sluice Gate Structure w/ Headwalls								\$ 250,000
		Sub-Total								\$ 2,992,700
		Allowance - Incidental (50%)								\$ 1,496,350
		Allowance - Water/Sewer (15%)								\$ 448,905
		Asphalt Paving								\$ 4,530
		Curb Placement								\$ -
		Contingency (15%)								\$ 741,373
		Estimated Construction								\$ 5,683,858
		Construction Engineering and Inspection								\$ 682,063
		Estimated Engineering								\$ 426,289
		Estimated Permitting								\$ 63,943
Project Total								\$ 6,856,154		

Appendix F: Proposed Improvements Costs

System	Project Number	Existing Condition	Proposed Improvement	Length	Quantity	Count	Units	Unit Cost	Improvement Cost
OF-6	14	-	25 LF of Single 18" RCP	25	-	-	LF	180	\$ 4,500
		-	31 LF of Single 29" x 45" ERCP	31	-	-	LF	220	\$ 6,820
		-	128 LF of Dual 29" x 45" ERCP	128	-	-	LF	440	\$ 56,320
		-	43 LF of Single 24" x 38" ERCP	43	-	-	LF	188	\$ 8,084
		-	20 LF of Single 18" RCP	20	-	-	LF	180	\$ 3,600
		Replace Existing 10" DIP	20 LF of Dual 29" x 45" ERCP	20	-	-	LF	440	\$ 8,800
		Replace Existing 12" RCP	25 LF of Single 18" RCP	25	-	-	LF	180	\$ 4,500
		Replace Existing 12" RCP	147 LF of Single 18" RCP	147	-	-	LF	180	\$ 26,460
		Replace Existing 24" RCP	240 LF of Single 29" x 45" ERCP	240	-	-	LF	220	\$ 52,800
		Replace Existing 24" RCP	32 LF of Single 29" x 45" ERCP	32	-	-	LF	220	\$ 7,040
		Replace Existing 24" DIP	240 LF of Single 29" x 45" ERCP	240	-	-	LF	220	\$ 52,800
		Replace Existing 27" DIP	30 LF of Dual 29" x 45" ERCP	30	-	-	LF	440	\$ 13,200
		Replace Existing 27" RCP	126 LF of Single 29" x 45" ERCP	126	-	-	LF	220	\$ 27,720
		-	Junction Box (Large)	-	-	9	EA	8500	\$ 76,500
		-	Junction Box (Small)	-	-	2	EA	5100	\$ 10,200
		-	MTD (7-ft Diameter)	-	-	1	EA	76000	\$ 76,000
		-	MTD (8-ft Diameter)	-	-	2	EA	101000	\$ 202,000
		Sub-Total							\$ 637,344
		Allowance - Incidental (50%)							\$ 318,672
		Allowance - Water/Sewer (50%)							\$ 318,672
		Asphalt Paving							\$ 28,572
		Curb Placement							\$ -
		Contingency (15%)							\$ 195,489
		Estimated Construction							\$ 1,498,749
		Construction Engineering and Inspection							\$ 179,850
		Estimated Engineering							\$ 179,925
		Estimated Permitting							\$ 26,989
		Project Total							\$ 1,885,512

Appendix F: Proposed Improvements Costs

System	Project Number	Existing Condition	Proposed Improvement	Length	Quantity	Count	Units	Unit Cost	Improvement Cost
OF-6	17	-	23 LF of Single 18" RCP	23	-	-	LF	180	\$ 4,140
		Replace Existing 6" DIP	15 LF of Single 24" x 38" ERCP	15	-	-	LF	188	\$ 2,820
		Replace Existing 12" RCP	45 LF of Single 18" RCP	45	-	-	LF	180	\$ 8,100
		Replace Existing 15" RCP	32 LF of Single 18" RCP	32	-	-	LF	180	\$ 5,760
		Replace Existing 15" RCP	20 LF of Single 18" RCP	20	-	-	LF	180	\$ 3,600
		Replace Existing 18" CMP	235 LF of Single 29" x 45" ERCP	235	-	-	LF	220	\$ 51,700
		Replace Existing 24" RCP	125 LF of Single 29" x 45" ERCP	125	-	-	LF	220	\$ 27,500
		Replace Existing 24" RCP	110 LF of Single 29" x 45" ERCP	110	-	-	LF	220	\$ 24,200
		Replace Existing 24" RCP	23 LF of Single 24" x 38" ERCP	23	-	-	LF	188	\$ 4,324
		Replace Existing 24" RCP	43 LF of Single 29" x 45" ERCP	43	-	-	LF	220	\$ 9,460
		Replace Existing 24" DIP	42 LF of Single 29" x 45" ERCP	42	-	-	LF	220	\$ 9,240
		-	Junction Box (Large)	-	-	7	EA	8500	\$ 59,500
		Sub-Total							\$ 210,344
		Allowance - Incidental (50%)							\$ 105,172
		Allowance - Water/Sewer (50%)							\$ 105,172
		Asphalt Paving							\$ 23,965
		Curb Placement							\$ 421
		Contingency (26%)							\$ 111,707
		Estimated Construction							\$ 556,781
		Construction Engineering and Inspection							\$ 66,814
		Estimated Engineering							\$ 102,627
		Estimated Permitting							\$ 15,394
		Project Total							\$ 741,615

Appendix F: Proposed Improvements Costs

System	Project Number	Existing Condition	Proposed Improvement	Length	Quantity	Count	Units	Unit Cost	Improvement Cost
OF-6	18	-	243 LF of Single 24" x 38" ERCP	243	-	-	LF	188	\$ 45,684
		-	51 LF of Single 18" RCP	51	-	-	LF	180	\$ 9,180
		-	271 LF of Single 18" RCP	271	-	-	LF	180	\$ 48,780
		Replace Existing 3" PVC	7 LF of Single 18" RCP	7	-	-	LF	180	\$ 1,260
		Replace Existing 10" HDPE	16 LF of Single 18" RCP	16	-	-	LF	180	\$ 2,880
		Replace Existing 15" CMP	201 LF of Single 24" x 38" ERCP	201	-	-	LF	188	\$ 37,788
		Replace Existing 15" CMP	240 LF of Single 18" RCP	240	-	-	LF	180	\$ 43,200
		Replace Existing 15" CMP	51 LF of Single 24" x 38" ERCP	51	-	-	LF	188	\$ 9,588
		Replace Existing 15" CMP	32 LF of Single 18" RCP	32	-	-	LF	180	\$ 5,760
		Replace Existing 18" RCP	46 LF of Single 19" x 30" ERCP	46	-	-	LF	129	\$ 5,934
		Replace Existing 18" CMP	63 LF of Single 24" x 38" ERCP	63	-	-	LF	188	\$ 11,844
		Replace Existing 19" x 30" ECMP	59 LF of Single 24" x 38" ERCP	59	-	-	LF	188	\$ 11,092
		Replace Existing 24" RCP	46 LF of Single 24" x 38" ERCP	46	-	-	LF	188	\$ 8,648
		Replace Existing 24" RCP	24 LF of Single 18" RCP	24	-	-	LF	180	\$ 4,320
		-	Junction Box (Large)	-	-	7	EA	8500	\$ 59,500
		-	Junction Box (Small)	-	-	3	EA	5100	\$ 15,300
		Sub-Total							\$ 320,758
		Allowance - Incidental (50%)							\$ 160,379
		Allowance - Water/Sewer (50%)							\$ 160,379
		Asphalt Paving							\$ 54,544
		Curb Placement							\$ 2,987
		Contingency (21%)							\$ 139,943
		Estimated Construction							\$ 838,990
		Construction Engineering and Inspection							\$ 100,679
		Estimated Engineering							\$ 130,967
		Estimated Permitting							\$ 19,645
		Project Total							\$ 1,090,281

Good afternoon. I am Beth Grace of 509 North St,
Beaufort, SC 29902

One of the basic tenets of good governance is to have the best information and the best team to evaluate it. One cannot prescribe a solution and base a sound decision on flawed information.

The SCIP grant application was biased and misinformed. City staff should be trained to do a full assessment of an issue before writing grants. This was not done 2 years ago under former City Manager, Scott Dadson.

I applaud our new City Manager and his asst, JJ Soave, for their diligence in updating staff, directives and correspondence with affected citizens. But mostly, their diligence will pay off when they bring fully vetted options for solutions to City Council.

The Council is responsible for legislative decisions not for inputting pre-determined information to Staff or consultants.

I would like to re-iterate my request for a mtg with The Point Com., JJ Soave, and D&F. Engineers.

In this particular issue, City Council was presented with a grant proposal based on faulty assumptions. In fairness to D and F, the engineering firm, they also were prescribed a solution to which to respond. They are professional engineers and should have been tasked with complete responsibility to evaluate the many options available. No money is “free”!!! Taxpayers shoulder the expense and it is irresponsible to ask them to fund projects which were not properly vetted.

The City should be grateful for the immense brain power and resources which citizens on The Point have exerted to help make an informed and fiscally responsible decision. That decision now demands a change order to D & F contract to investigate the matter with pricing the existing infrastructure replacement and upgrades in order to effectuate a plan which will benefit the citizens of The Point as well as surrounding property owners on Carteret St.

I trust our City Council will be pleased to make a wise decision as well as save precious tax dollars for broader usage.

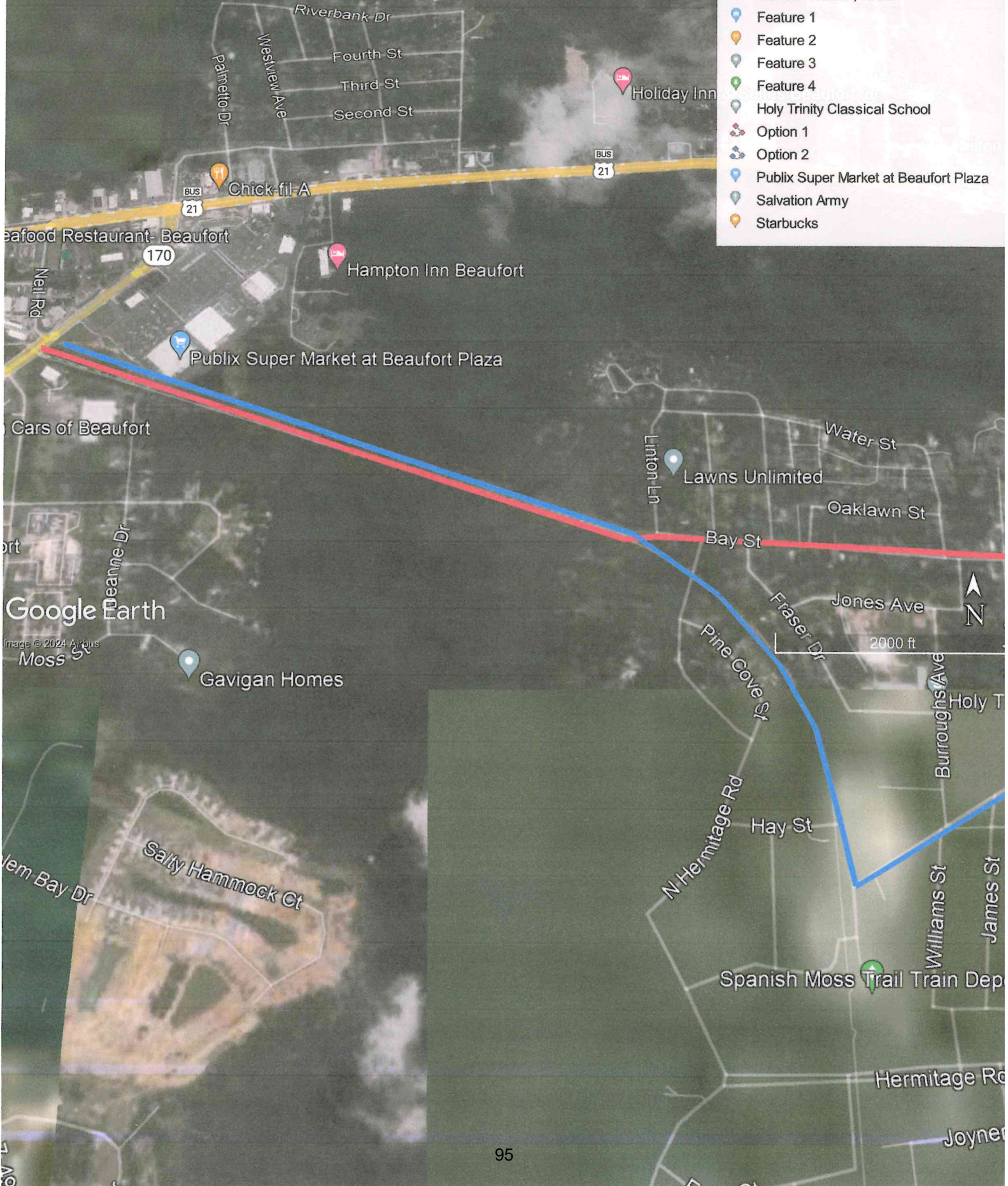
Untitled Map

Write a description for your map.

Councilman Scalbete
Worksession
ITEM B.

Legend

- Beaufort
- Beaufort County Government Center
- Beaufort National Cemetery
- Denise R. Bolin, RNFA
- Feature 1
- Feature 2
- Feature 3
- Feature 4
- Holy Trinity Classical School
- Option 1
- Option 2
- Publix Super Market at Beaufort Plaza
- Salvation Army
- Starbucks





City Council Regular Meeting

Meeting Minutes – City Hall Council Chambers, 2nd Floor

July 9, 2024

I. CALL TO ORDER

7:00 PM

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem, Michael McFee

III. PUBLIC COMMENT – AGENDA ITEMS

Paul Trask, 610 Bladen Street, thanked the Public Works Director, Nate Farrow, for all the work done in May. Seems that the department is functioning well. Appreciates the Balance Sheet that was found in the Finance Department's monthly report. Appreciates the effort to provide clarity. Consent Agenda items D and I.

Graham Trask, 1211 Bay Street, spoke regarding the speculative building in the Commerce Park. Would like to see an analysis of the benefits regarding the assets in the Commerce Park. New Business item B.

IV. MEETING AGENDA APPROVAL

Motion to approve the Meeting Agenda was made by Councilman Lipsitz and seconded by Councilman Scallate.

All were in favor, motion carried.

V. CONSENT AGENDA

Motion to approve the Consent Agenda was made by Councilman Lipsitz and seconded by Councilman Scallate.

Items approved are listed below:

A. Capital Projects Monthly Report.

B. Community Development Monthly Report.

C. Downtown Operations Monthly Report.

D. Finance Department Monthly Report.

- E. Fire Department Monthly Report.
- F. Human Resources Monthly Report.
- G. Municipal Court Monthly Report.
- H. Police Department Monthly Report.
- I. Public Works Monthly Report.
- J. Request co-sponsorship and permission for a waiver of the noise ordinance and a waiver for drinking in the park for PINKnic in the Park on September 28, 2024, from 4:00 pm - 8:00 pm at the Henry C. Chambers Waterfront Park.
- K. Request permission for the Jones birthday party to obtain a waiver for drinking in public, and drinking in the park on August 17, 2024, from 5:00 pm - 11:00 pm at the Henry C. Chambers Waterfront Park.
- L. Request from the Emelia and Daniel wedding for a waiver of the noise ordinance and a waiver for alcohol and drinking in public at Whitehall Park on March 15, 2025, from 4:00 pm - 10:00 pm.
- M. Request from Help of Beaufort to host the Firecracker 5K with street/bridge closures from 7:45 am - 9:30 am on July 4, 2025.
- N. Request co-sponsorship and to host the 3rd annual Gullah Geechee Corridor Heritage Celebration on Saturday, October 12, 2024, from 10:00 am - 3:00 pm in the Henry C. Chambers Waterfront Park.
- O. The Freedman's Arts District requests a waiver of the noise ordinance to host the 2nd annual Artist Sunday in the Downtown Beaufort area on December 1, 2024, to include street musicians on Bay Street from 12:00 am - 4:00 pm.
- P. Request from Beaufort Area Hospitality Association and Downtown Merchants Association to host the Watermelon Sip and Stroll on Saturday, August 24, 2024, from 10:00 am to 4:00 pm and permission to serve alcohol, and waivers of open container, public drinking, loud and unseemly noise.
- Q. Request from Beaufort Area Hospitality Association for co-sponsorship and waiver of the Loud and Unseemly Noise Ordinance and Public Drinking for Beaufort Oyster Festival on January 18 - 19, 2025, at the Henry C. Chambers Waterfront Park.
- R. Request from Beaufort Area Hospitality Association for co-sponsorship to host New Years Eve fireworks display and use of the Henry C. Chambers Waterfront Park along with a waiver of the noise ordinance.

All were in favor, motion carried.

VI. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

- A. Resolution recognizing Michelle Prentice for her service on the Historic District Review Board.
- B. Resolution recognizing Victoria Bergesen for her service on the Park and Tree Advisory Commission.
- C. Resolution recognizing Gordon Fritz for his service on the Park and Tree Advisory Commission.

D. Resolution recognizing Brad Hill for his service on the Park and Tree Advisory Commission.

E. Resolution recognizing Henry Brandt for his service on the Tourism Development Advisory Committee.

F. Resolution recognizing Mickey Minick for his service on the Tourism Development Advisory Committee.

Motion to approve all of the above items was made by Councilman Scallate and seconded by Councilman Lipsitz.

All were in favor, motion carried.

G. Proclamation proclaiming July 27, 2024, - August 4, 2024, as Gullah/Geechee Nation Appreciation Week.

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

All were in favor, motion carried.

H. Proclamation proclaiming August 19 - 24, 2024, as USCB Sand Shark Week.

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

All were in favor, motion carried.

VII. MINUTES

A. Worksession - June 18, 2024.

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

Mayor Pro Tem, McFee abstained from the vote as he was not present at the meeting.

Minutes approved as presented.

B. Worksession and Regular Meeting - June 25, 2024.

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

Minutes approved as presented.

VIII. OLD BUSINESS

A. Ordinance to amend Fiscal Year 2024 Budget for Revenues and Expenditures of General Fund, ARPA Fund, Parks and Tourism Fund, State Accommodation Tax Fund, TIF II Fund, Stormwater Fund and Capital Projects Fund - second reading.

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

First reading was held on June 25, 2024. No changes were made since first reading.

All were in favor, motion carried.

- B. Ordinance to amend Fiscal Year 2025 Budget for Revenues and Expenditures of General Fund, ARPA Fund, Parks and Tourism Fund, State Accommodation Tax Fund, TIF II Fund, Stormwater Fund and Capital Projects Fund - second reading.

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

First reading was held on June 25, 2024. No changes were made since first reading.

Councilman Scallate made a motion to amend the obligation for the Carnegie Building Roof Improvement Project from \$382,320.00 to \$250,000.00 from the ARPA Funds and keep the \$13,200.00 from the Capital Projects Fund for a total of \$263,200.00.

There was no second. Motion failed.

The motion was carried by a vote of 4 - 1. Councilman Scallate voted no.

IX. NEW BUSINESS

- A. Resolution authorizing the City Manager to enter into an agreement with HdL Companies, NC for the provision of services related to business licensure.

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

Alan Eisenman, Finance Director, said this is an opportunity to enter into a formal agreement to gain business license revenues that the city is currently not receiving.

Councilman Scallate inquired about what happens if someone appeals the process about paying the business license fees. Is there a plan in place should this occur.

Councilman Mitchell does not want the city to be put into a place where they would be held liable on any issue.

All were in favor, motion carried.

- B. Ordinance approving the Sale of Real Property located in the Beaufort Commerce Park and owned by the City of Beaufort, South Carolina to Dolnik Properties, LLC - first reading.

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

Scott Marshall, City Manager, stated the proposed spec building will be approximately 72,000 square feet. This will be approximately an 8.5-million-dollar investment in construction. The building would be divided into 8,000 square foot units. He then went over the proposed purchase agreement. Mr. Marshall said this is being presented without exhibit B which will be a plat of the property. The survey was conducted this morning. The survey revealed that it was not 5.5 acres but 4.53 acres.

Councilman Lipsitz made a motion to amend the agreement changing 5.5 upland acres to read 4.53 upland acres. The motion was seconded by Mayor Pro Tem, McFee.

All were in favor of the amended motion.

All were in favor of the main motion, motion carried.

X. PUBLIC COMMENT – NON-AGENDA ITEMS

Rob Cahill, 608 Waters Street, made various comments to Council. A written copy is attached.

Josh Gibson, 709 Duke Street, spoke about people speaking from various locations within the Council Chambers and them not being able to be heard. Stated he filed to run for City Council today. He also spoke concerning the voting process that took place during the Regular Council Meeting on June 11, 2024, for the Historic District Review Board seats. He made inquiries of Council and asked them to reveal how they voted.

Paul Trask, 610 Bladen Street, appreciates the way the meeting has moved along and feels this is a refreshing change. Spoke in regard to the Transportation Sales Tax. Asked that taxpayer dollars be spent wisely. Lastly, he spoke about the meeting minutes from June 11, 2024, regular meeting and feels they are incomplete. He also spoke about the process taken on the vote for the Historic District Review Board seats. A copy of his notes is attached.

Conway Ivy, 501 King Street, spoke about the offer he had made in the Worksession on June 25, 2024, that became part of the official minutes. He wants to have a copy of the City Manager's response included in these minutes. He stated that he is struggling with the engineering aspects of the King Street Project. He said he had approached civil engineers on his own, but they all had a conflict because of already working with the city. Would like for the city to release Infrastructure Consulting and Engineering, LLC., from the conflict-of-interest policy so they could work as a consultant for him.

Graham Trask, 1211 Bay Street, stated that trust is really important. He wants Council to obey the laws and help build trust with the citizens. Feels they can do better. He can't vote for a billion-dollar sales tax, because he does not want to give that money to the county, as he does not trust them. Does not think many people do. He spoke on Mr. Ivy's comment about Infrastructure Consulting and Engineering, LLC. He feels that the city should release them from the conflict, so there can be some transparency.

John O'Toole, Beaufort County Economic Development Corporation, gave some history on the Commerce Park, and spoke about making the park a viable, contemporary business park. He provided some statistics as well.

XI. REPORTS

City Manager's Report

Master Police Officer, Bill Wadman, was honored with a plaque from the South Carolina Fraternal Order of Police (SCFOP) in recognition of his innovative youth anti-drug initiative, the Parents Against Drugs Program (PAD). The plaque was presented by SCFOP President, John Blackmon. In 2023, MPO Wadman developed and led the PAD Program to combat the rising drug epidemic. The program, in collaboration with local health and education organizations, empowers parents to recognize, prevent, and address youth opioid abuse. The mission is to protect, support, and educate the community.

Congratulated Casey Phelps for her promotion to Firefighter 1, Sean Flomer who was promoted to Master Sergeant, and Aaron Rice who was promoted to Patrolman 3.

Mentioned that the Water Festival will start on July 12, 2024, with opening ceremonies and end on July 21, 2024.

Reported that the Human Resources Department will be supporting a Back to School Expo at Battery Creek High School on July 27, 2024.

Stated that Council will be on summer break after this meeting. Will start back up on Tuesday, August 20, 2024, with a Capital Projects Workshop.

Mayor's Report

Thanked those that attended today's meetings.

Presented a Mayoral Proclamation for the retirement of Larry Mark of the Furniture Warehouse and Design Group after 52 years of service.

Will be participating in the opening ceremonies of the Water Festival.

Will be attending the TCL graduation on Friday.

Will be attending the Municipal Association's Annual Meeting in Greenville next week.

Updated the rest of Council on meetings he had and will be attending.

Councilman Mitchell

Spoke about the process that brought us to where we are with the King Street Drainage Project. He reminded all that the neighborhood has worked very hard and did their due diligence in letting Council know their concerns. He stated that staff, and Council, are trying to do the right thing. The process occupied a lot of his time. He said in these situations one rarely has all the answers. The answer is not to win at all cost. Speaking as an individual, he assured everyone, regardless of what they might think about his input on the recommendations, that there is nothing selfish about this with Mitch Mitchell.

Mayor Pro Tem, McFee

Attended the Lowcountry Area Transportation Study (LATS) and Northern Regional Plan Implementation Committee (NRPIC) meetings where they discussed the Northern Plan as it relates to transportation. The northern portion of Beaufort County was designated as an urban center, and we now have the opportunity for federal funding for transportation systems.

He spoke regarding the votes for the Historic District Review Board seats. The decision was made to take a vote in a public setting, and that is exactly what the ballots did. He indicated that he voted for Mike Sutton and Michelle Prentice. He feels that those who are already serving on our commissions, and wish to continue their service, should be kept if they are doing a good job.

Councilman Scallate

Thanked those that attended today's meetings. Appreciates all their complete and educated comments to support their position.

Stated that through the Housing Trust, we are eligible for funding that has been underutilized. Hopefully, with the seed money that is in place, we can make some strides to better assist those who are struggling in our area.

Attended the Fourth of July event at the Sands in Port Royal.

Reported that he was accepted into the upcoming Leadership Beaufort Program.

Stated that he had voted for Mike Sutton and Kim Petrella for the Historic District Review Board seats. He feels in some ways that the media did a disservice by not distinguishing the difference between a nomination and an appointment. He does think that the overall intent is to be transparent and honest. He said hopefully, they can continue to make strides to do better in the future.

Councilman Lipsitz

Congratulated Councilman Scallate on being accepted into the next Leadership Beaufort class.

Stated that he had voted for Mike Sutton and Kim Petrella for the Historic District Review Board seats. He stands by his vote.

Attended the Lowcountry Council of Governments (LCOG) and Tiger Team meetings.

Attended the Change of Command ceremonies at the Naval Hospital.

Attended First Friday.

Reported that a bench has been placed on Bay Street in the grassy area owned by the Open Land Trust through the Beaufort Pride of Place program. This is in memory of his parents.

XII. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding contracts, leases, and agreements.

Councilman Lipsitz made a motion to go into Executive Session and seconded by Councilman Mitchell.

All were in favor, motion carried.

Councilman Lipsitz made a motion to come out of Executive Session and seconded by Mayor Pro Tem, McFee.

All were in favor, motion carried.

No actions from Executive Session.

XIII. ADJOURN

8:52 PM

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

All were in favor, motion carried.

Disclaimer: This document is a summary. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at tguldner@cityofbeaufort.org.

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.

Rob Cahill - Public Comment NON-AGENDA

Public 🗨️ NON-Agenda Comment by me 4 City of Beaufort Council Meeting — Tues, 7-9-24

I am Rob Cahill, 608 Water St

I'd like to make three preface comments b4 I offer my ideas :

1- During the last 55 years of my work life, I've worked at the highest levels of corporate America, the Episcopal 🏡 Church, and the federal government (10 years as a political appointee 4 the USEPA — Environmental Protection Agency). In government, I've had the privilege to work *with* some of the most brilliant + remarkable people imaginable.

2- *It pains me to NO end* when people who should know better demean + speak condescendingly of elected 🗨️ officials (~~of any stripe~~) and public servants.

3- Concomitantly, *it pains me to NO end* when public officials — by their actions... AND ~~in~~-actions too — give tax-paying citizens reasons to perpetuate the pejorative stereotype they too often have of "bureaucrats."

btw, I've written 🗨️ these comments down so they could be entered in to the public record for this meeting.

I believe it's actions AND performance during these challenging times that will make the most meaningful difference — NOT words + platitudes + campaign slogans.

As such, I'd like to identify three actions for your consideration:

1- Conduct what I will call "Entrance Interviews" with owners of new small businesses and principals of residential actions — similar to "Exit Interviews" 4 corporate ees.

- The purpose of the "Entrance Interview" would be to help the City identify what it did well, and to identify flaws in its communication and processes...
- ... so the City could gain specific actionable insights about how they could do better in the future.

2- After analysis... consider opening a Citizen and Small Business Advocate Office / position — a single point-of-contact to help all new small businesses + residents weave their way through the hurdles, labyrinth + maze of requisite codes + regulations that, sadly, are too often ill-defined — until you confront them.

3- Establish an explicit "Code of Conduct" for all boards and commissions, publicize it — and require all appointees to sign it. Three examples include,

- "Treat all citizens with dignity and respect,
- "Seek first to understand before being understood" and
- "_____."

Last, I'd like to publicly express my thx and appreciation to you, Mayor Cromer, and councilmen Mitch Mitchell, Mike McFee, Neil Lipsitz, and Josh Scallate 4 always treating me with dignity + respect... and since I am on a roll... I'd like to add City staff that I have had direct interactions with over the last month: Scott Marshall. JJ Suave, Traci Guldner, Linda Roper, Curt Freese, Alan Eisenman, and Jay Phillips.

I'd be pleased to answer and Qs you might have.

Thank you 4 listening.

Paul Trask. Public Comment Non-Agenda

Letter To Beaufort City Council

Date: 07/09/24

From: Paul Trask
610 Bladen Street
Beaufort, SC 29902

To: Beaufort City Council Clerk Traci Guldner (**Hand Delivered At City Council Regular Meeting 7-09-24**)

Please include the contents of this letter verbatim to the minutes of the next Beaufort City Council Meeting.

The comments contained in this letter are made solely in my capacity as a private citizen. They are **not** made in my capacity as a member of the City of Beaufort Planning Commission. They are **not** made in any capacity as a member of the Trask family. They are **not** made in any capacity as owner and/or manager of any business entity, nor on behalf of any organization.

There is a substantial error in the June 11, 2024 City Council Regular Meeting minutes. At that meeting, Council appointed Mike Sutton and Kim Petrella to 3-year terms on the Historic Review Board.

Prior to the motion to appoint Sutton and Petrella and before the vote, an unexpected and unusual secret ballot process was used to choose who was going to be nominated.

It would be a distortion to say the use of a secret ballot by the Beaufort City Council was normal or customary in any way.

To illustrate, Andy Kinghorn, Ken Hoffman, Lise Sundria, Kathryn Mixson, Chetan Patel and Jennifer Mader were all appointed to various positions prior to and in plain sight and without any secret ballot.

The secret ballot has been the subject of local newspaper stories and even a recent article in the Charleston Post and Courier.

The use of the secret ballot was not recorded in the June 11 minutes. Why?

Compounding the error, the June 11 minutes were approved by Council at the June 25 meeting.

This is my request for Council to cause the June 11 minutes to be corrected to reflect that Council used a secret ballot process.

I believe I speak for many when I say such a secret ballot vote is not the Beaufort way of doing business, is opaque instead of transparent, and should never be used again.

Attached:

City Council Regular Meeting Minutes June 11, 2024

City Council Regular Meeting Minutes June 25, 2024



City Council Regular Meeting Meeting Minutes – City Hall Council Chambers, 2nd Floor

June 11, 2024

I. CALL TO ORDER

7:00 PM

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem, Mike McFee

III. CITY COUNCIL ORGANIZATION

Mayor Pro Tem, McFee made a motion to reappoint Ned Tupper and Mary Sharp as Municipal Judges for a 2-year term to expire on June 30, 2026. Councilman Lipsitz seconded.

All were in favor, motion carried.

IV. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Character Education Proclamation - Juliet Pieczonka, Beaufort Middle School.

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

All were in favor, motion carried.

V. PUBLIC COMMENT

Paul Trask, 610 Bladen Street, spoke about the County 2024 Transportation Tax Initiative and about funding for a third bridge crossing. Written comments are attached.

Rose Ewing, 43 Thomas Sumpter Street, addressed Council about the fast development on Lady's Island. She spoke about the Camellia Banks subdivision off of Miller Road. She has spoken at a Beaufort County Council meeting as well.

Eric Brown, Parks and Recreation Director for Beaufort County, spoke about an event, Unity in the Community at the Lind Brown Community Center. This will take place on Saturday, June 22, 2024. He also spoke regarding new pilot program initiatives.

VI. MINUTES

A. Worksession - May 21, 2024.

Motion to approve was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.
Mayor Cromer abstained from the vote.

Minutes approved as presented.

B. Worksession and Regular Meeting - May 28, 2024.

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

Minutes approved as presented.

VII. OLD BUSINESS

- A. Ordinance to amend Fiscal Year 2024 Budget for Revenues and Expenditures of TIF II Fund and Capital Projects Fund - second reading.

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

First reading was held on May 14, 2024. No changes made since first reading.

A second reading was held on May 28, 2024. After a brief discussion at that meeting, a motion to postpone the rest of discussion was approved.

Alan Eisenman, Finance Director, gave a brief summary of what is being proposed.

Paul Trask, 610 Bladen Street, is not opposed to the improvements, but the overall cost. Encouraged Council to vote against the project. Written comments are attached.

Rob Cahill, 608 Waters Street, spoke against the project. Does not see a compelling reason to move forward.

Mayor Pro Tem, McFee voted in favor of the project. All others were opposed.

Motion did not carry.

- B. Authorization for City Manager to enter into a contract for SC Highway 170 Sidewalk Extension.

Motion to table was made by Mayor Pro Tem, McFee. Councilman Lipsitz seconded.

Motion carried.

- C. Ordinance authorizing the execution and delivery of an easement for the placement of utility infrastructure on real property known as Southside Park by the City of Beaufort to Dominion Energy of South Carolina, Inc. - second reading.

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

No changes have been made since first reading on May 28, 2024.

All were in favor, motion carried.

- D. An ordinance to provide for the levy of taxes for the City of Beaufort for Fiscal Year beginning July 1, 2024, and ending June 30, 2025; to provide for execution of and to put into effect the consolidated budget; and to provide budgetary control of the City's fiscal affairs - second reading.

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

No changes have been made since first reading on May 14, 2024.

Motion to approve was made by Councilman Lipsitz and seconded by Mayor Pro Tem, McFee.
Mayor Cromer abstained from the vote.
Minutes approved as presented.

B. Worksession and Regular Meeting - May 28, 2024.

Motion to approve was made by Councilman Lipsitz and seconded by Councilman Mitchell.
Minutes approved as presented.

VII. OLD BUSINESS

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Mayor Pro Tem, McFee voted in favor of the project. All others were opposed.

Motion did not carry.

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Motion carried.

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

No changes have been made since first reading on May 14, 2024.

All were in favor, motion carried.

VIII. NEW BUSINESS

- A. Ordinance amending Part 1, Chapter 3, Article A, Section 1-3001 (a) and 1-3003 (b) of the City Code of Ordinances concerning the date and time of council meetings and the rules of order of council meetings - first reading.

Motion to approve was made by Mayor Pro Tem, McFee and seconded by Councilman Lipsitz. JJ Sauve, Assistant City Manager, stated that these changes are necessary to facilitate language for scheduled meetings, and rules of procedure in the proposed City Council Standard Operating Procedures Manual.

Dianne Farrelly, 2415 Oak Haven Street, asked questions regarding the manual.

All were in favor, motion carried.

- B. Resolution adopting City Council Standard Operating Procedures Manual.

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

JJ Sauve, Assistant City Manager, went over a list of changes that have been made to the document since the discussion in worksession on May 28, 2024.

Paul Trask, 610 Bladen Street, addressed Council on many issues like electronic communications, and video recordings retention. Written comments are attached.

Dianne Farrelly, 2415 Oak Haven Street, asked questions about the manual.

Cynthia Jenkins, Historic Beaufort Foundation, spoke about video recordings retention.

All were in favor of the amendments that have been made, motion carried.

- C. Appointments/Reappointments to Boards, Commissions, and Committees.

Mayor Pro Tem, McFee made a motion to recommend Andy Kinghorn as the City representative on the Beaufort Jasper Water and Sewer Authority Board of Directors for a 6-year term to expire on June 30, 2030. Councilman Lipsitz seconded the motion.

All were in favor, motion carried.

Mayor Pro Tem, McFee made a motion to reappoint Ken Hoffman to the Zoning Board of Appeals for a 3-year term to expire on June 30, 2027. Councilman Scallate seconded the motion.

All were in favor, motion carried.

Mayor Pro Tem, McFee made a motion to reappoint Lise Sundrla, as representative for the Historic Beaufort Foundation, and Kathryn Mixson as representative for the Beaufort History Museum, to the Cultural District Advisory Board for a 3-year term to expire on June 30, 2027. Councilman Lipsitz seconded the motion.

All were in favor, motion carried.

Mayor Pro Tem, McFee made a motion to reappoint Chetan Patel and appoint Jennifer Mader to the Tourism Development Advisory Committee for a 3-year term to expire on June 30, 2027. Councilman Scallate seconded the motion.

All were in favor, motion carried.

Mayor Pro Tem, McFee made a motion to appoint Isaiah Martinez and Joe Macdermant to the Park and Tree Advisory Commission for a 3-year term to expire on June 30, 2027. Councilman Scallate seconded the motion.

All were in favor, motion carried.

Mayor Cromer read from a document regarding the Historic District Review Board seats vote. A copy is attached to the minutes.

Mayor Pro Tem, McFee made a motion to reappoint Mike Sutton to the Design Professional Seat on the Historic District Review Board for a 3-year term to expire on June 30, 2027. Councilman Lipsitz seconded the motion.

Mayor Cromer read some comments regarding this seat. His letter is attached to these minutes.

The motion passed by a vote of 4 to 1. Mayor Cromer voted no.

Councilman Scallate made a motion to appoint Kim Petrella to the General Seat, who must live or own property in the Historic District, on the Historic District Review Board for a 3-year term to expire on June 30, 2027. Councilman Lipsitz seconded the motion.

The motion passed by a vote of 4 to 1. Mayor Cromer voted no.

IX. REPORTS

City Manager's Report

Thanked Council for approving the Fiscal Year 2025 Budget.

Thanked Linda Roper and staff for their work in making sure evaluators had the information they needed to recertify the city as having a Cultural District.

Congratulations to Kristy Kittle and Brian Ladson from Human Resources who earned their professional certification as Human Resources professionals. Congratulations to Firefighter 1, Casey Phelps, who was recently promoted to the rank of Firefighter 2.

Public Works is sponsoring a Touch a Truck event this Saturday, June 15, 2024, at Pigeon Point Park from 10:00 am - 1:00 pm.

Project Freedom 326 Juneteenth Unity Parade is on Sunday, June 16, 2024, at 2:00 p.m.

The Police Department's Future Guardians Initiative Summer Camp Program will be starting on June 17, 2024.

City offices will be closed on Wednesday, June 19, 2024, in celebration of Juneteenth.

The Police Department will host an Open House event on June 22, 2024, from 10:00 am to 1:00 pm. The public is invited to attend, interact with their police officers, take a guided tour of the police department and its operations.

The Fire Department's Sparky Embers Program for young ladies will take place the week of June 24, 2024, with 12 participants in this first offering. Registration for the event is closed, but we look forward to a great first offering and look forward to building on this year's program.

The Police Department is hosting a Chill with a Cop event at Ambrose Run on June 26, 2024, starting at 4:00 pm. On August 1, 2024, they are planning another Chill with a Cop event at Spanish Trace. The time will be announced later.

The Fire Department is offering CPR instruction to rising 6th grade through 12th grade students on June 29, 2024. See the Department's social media page for registration information.

Staff continue to work with Davis & Floyd engineers on alternate designs for the King Street drainage project. We expect to have new and additional designs of the outfall and pump station for review on June 25, 2024, during the City Council Worksession.

Wished a Happy Father's Day to all!

Mayor's Report

Thanked Public Works staff for installing the Prichard's Island Research Laboratory Panels in the Henry C. Chambers Waterfront Park.

Attended a Point Association Party along with other members of Council.

Handed out trophies at the YMCA River Swim.

Will be attending the Change of Command Ceremony on Parris Island.

Wished all the dads a Happy Father's Day.

Councilman Mitchell

Announced that on Saturday, June 15, 2024, two events will also be taking place as part of the Juneteenth celebrations. Celebration of Freedom will take place at the Penn Center from 12:00 pm - 6:00 pm. There will also be an event starting at 3:00 pm at 634 Campground Road in Yemassee, SC.

Wished all the dads a Happy Father's Day.

Thanked Eric Brown for attending the Council Meeting and introducing himself.

Mayor Pro Tem, McFee

Thanked staff for the preparation of the budget, and the City Council Standard Operating Procedures Manual. He thanked the public for their comments.

Councilman Scallate

Reported that he interviewed for the Leadership Beaufort Program. Thanked Connie Hipp for affording him the opportunity.

Thanked all that applied and interviewed for the various Boards and Commissions seats.

Councilman Lipsitz

Stated that Leadership Beaufort is a great program.

Attended a Post and Courier event at Plums.

Thanked staff for all they do.

Wished all the dads a Happy Father's Day.

Members of Council reported on the various meetings they had attended.

Members of Council attended the Harriett Tubman Memorial Dedication.

Members of Council attended the Legislative Reception through the Beaufort Chamber of Commerce.

X. EXECUTIVE SESSION

- A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding contracts, leases, and agreements.

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

All were in favor, motion carried.

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

All were in favor, motion carried.

No actions from Executive Session.

XI. ADJOURN

9:45 PM

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

All were in favor, motion carried.

Disclaimer: This document is a summary. All City Council Worksessions and Regular Meetings are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Any questions, please contact the City Clerk, Traci Guldner at 843-525-7024 or by email at tguldner@cityofbeaufort.org.

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.



City Council Regular Meeting Meeting Minutes – City Hall Council Chambers, 2nd Floor

June 25, 2024

I. CALL TO ORDER

7:00 PM

Philip Cromer, Mayor

Members of Council in attendance - Philip Cromer, Neil Lipsitz, Michael McFee, Mitch Mitchell, Josh Scallate.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem, Mike McFee

III. PUBLIC COMMENT

Brenda Litchfield, 808 Hamilton Street, inquired who the engineering consultant was as stated in the grant for the King Street Drainage Project in 2022.

Conway Ivy, 501 King Street, spoke on the King Street Drainage Project. Mentioned using an alternative. A Gravity System. He offered up to a \$50,000.00 match on the City's cost for a Gravity System Study. This offer expires at 5:00 pm on June 28, 2024. A copy of his letter is attached.

Dave Russell, 411 Craven Street, spoke about the same company doing all the studies, engineering, and design work on the King Street Drainage Project. Feels there should have been another independent entity involved. He also mentioned the increased costs for construction.

Nancy Russell, 411 Craven Street, spoke regarding the ongoing costs that will be associated with the King Street Drainage Project.

Maxine Lutz, 811 North Street, spoke concerning the appointment of the Historic District Review Board seats. Feels a Professional Preservationist should be on the board. A copy of her letter is attached.

IV. MINUTES

A. Worksession and Regular Meeting - June 11, 2024.

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

Minutes approved as presented.

V. OLD BUSINESS

- A. Ordinance amending Part 1, Chapter 3, Article A, Section 1-3001 (a) and 1-3003 (b) of the City Code of Ordinances concerning the date and time of council meetings and the rules of order of council meetings -second reading.

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

First reading was held on June 11, 2024. No changes were made since first reading.

All were in favor, motion carried.

- B. Updated City Council Meeting Schedule for the remainder of calendar year 2024.

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

All were in favor, motion carried.

VI. NEW BUSINESS

- A. Ordinance to amend Fiscal Year 2024 Budget for Revenues and Expenditures of General Fund, ARPA Fund, Parks and Tourism Fund, State Accommodation Tax Fund, TIF II Fund, Stormwater Fund and Capital Projects Fund - first reading.

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

JJ Sauve, Assistant City Manager, stated that these amendments are a rollover of existing capital improvement budgets. He first spoke about the Battery Shores Drainage Project. We had allocated \$30,000.00 for the Drainage Project in Battery Shores for engineering services during the Strategic Planning Session. In speaking with McCormick Taylor, the contracted Stormwater Engineer for the city, \$39,402.00 was the price given to do everything under the scope of work associated with the project. Davis and Floyd, and Infrastructure Consulting and Engineering, LLC., were also contacted. Staff recommend adopting the \$40,000.00 amount that is now in the Budget Amendment in New Business, Item B.

Mr. Sauve then spoke about the Carnegie Building Roof Improvements. He stated that this project has been out to bid twice with no responsive bids. Staff have reached out to places in surrounding states that were recommended by Meadors that have similar roofs and historic structures. This was to find companies that might be able to do this type of work. They have found that the inside work, and the work to be done on the outside, should be separated out. The original cost estimate was done in 2021/2022.

Linda Roper, Downtown Operations and Community Services Director, stated that the clay tiles are in good shape, but the plaster is not. The dormers continue to deteriorate and need repair. Drainage issues were also mentioned. She stated that very few contractors do work with clay tiles. She then spoke about the scope of work in the Request for Proposal (RFP). Staff is considering whether or not to break up the one request into two or three to obtain more bids.

Ms. Roper stated that the figures being presented today are based on very similar projects in Charleston and Greenville, SC. Realistically, all bids are coming in 40 percent higher.

Mr. Sauve stated that while researching the grant, it was discovered that the ARPA Funds that were originally allocated as a match in the Pigeon Point Drainage Study Project could not be used from this fund. Therefore, they are being reassigned under the Stormwater Fund. You will see this under New Business, Item B.

Alan Eisenman, Finance Director, then went over all of the proposed budget amendments. This is just moving them from one Fiscal Year into the next.

All were in favor, motion carried.

- B. Ordinance to amend Fiscal Year 2025 Budget for Revenues and Expenditures of General Fund, ARPA Fund, Parks and Tourism Fund, State Accommodation Tax Fund, TIF II Fund, Stormwater Fund and Capital Projects Fund - first reading.

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

Alan Eisenman, Finance Director, went over the proposed budget amendment figures.

Councilman Scallate made a motion to amend the amount allocated for the Carnegie Building Roofing Improvements from \$382,320.00 to \$250,000.00 coming from the ARPA Fund. There was no second. Motion failed.

The motion was carried by a vote of 4 -1. Councilman Scallate voted no.

VII. REPORTS

City Manager's Report

Thanked Nate Farrow and our Public Works personnel for sponsoring the Touch a Truck event on Saturday, June 15, 2024, at the Pigeon Point Park. Great support from the Police Department, Fire Department, and Beaufort County EMS, who all had their vehicles and personnel on hand as well.

Enjoyed participating in the Project Freedom 326 Juneteenth Unity Parade on June 16, 2024. It was the first, but we hope it will be an annual event. Thanked the Police Department for letting him ride on their golf cart. Next parade, he said he is riding with the Fire Department.

The Police Department Future Guardians Initiative Summer Camp Program finished last week. Very successful event and we will definitely repeat it next year and hopefully expand it as well.

The Police Department held an Open House event on June 22, 2024. Great participation from the community. Thanks to our officers and other PD staff for making that happen.

The Beaufort County Parks and Recreation held a Unity in the Community event at the Charles Lind Brown Community Center. We were proud to partner with them and we thank them. Also, I want to recognize Councilman Mitchell for the active role he played in making sure the event was a success.

The Fire Department's Sparky Embers Program for young ladies is taking place this week. I hear it's going well and am proud of our emergency services departments for their youth initiatives this summer.

The Police Department will be hosting a Chill with a Cop event at Ambrose Run on June 26, 2024, from 2:00 pm to 4:00 pm. On August 1, 2024, they are planning another Chill with a Cop event at Spanish Trace, with a time to be announced later.

The Fire Department is offering CPR instruction to rising 6th grade through 12th grade students on June 29, 2024. See the Department's social media page for registration information.

Dragonboat Race will be held this Saturday at the Waterfront Park. Expect large crowds and scarce parking in and around the park.

Wished everyone a safe and Happy 4th of July.

Mayor's Report

Spoke at the ribbon cutting for the grand opening of the Harris Teeter.

Attended the 100th anniversary of the Duke Endowment Foundation Luncheon.

Will be marching with the Beaufort College Trustees in the Carolina Day Parade in Charleston on June 28, 2024.

Congratulated Shawn Hill and SK Signs and Designs on their 10th anniversary.

Thanked citizens for attending Council Worksessions and Regular Meetings.

Councilman Mitchell

Stated that he was the Grand Marshall for the Juneteenth Parade. Thanked Marlisha Robinson and Tiana Parker for organizing the event. Thanked Police Chief, Stephanie Price for her leadership as well.

Thanked Eric Brown, Beaufort County Parks and Recreation Director, for organizing the Unity in the Community event that was held at the Charles Lind Brown Center. The Friends of the Charles Lind Brown Center thanked the City Manager, Scott Marshall, for his assistance.

Attended the Touch a Truck event.

Mayor Pro Tem, McFee

Attended a Meet and Greet with the Residential Empowerment Coalition.

Reported he was named the Chairman of the Lowcountry Area Transportation Study (LATS).

Councilman Scallate

Thanked staff, and Davis and Floyd, for all the work that has gone into, and continues to go into, the King Street Drainage Project and the other projects. He is very appreciative of their efforts.

Attended the Southern Lowcountry Regional Board (SOLOCO) meeting.

Stated that there is an idea that this Council did not appoint a preservationist to the Historic District Review Board. One of the appointments that was made, the individual specifically had on their resume that they were licensed in historic restoration. To him, that is the definition of a preservationist. He feels confident in that appointment.

Councilman Lipsitz

Thanked Councilman Mitchell and Beaufort County Parks and Recreation Director, Eric Brown on a well-organized Unity in the Community event.

Wished the Mayor a Happy Birthday.

Commended Police Chief, Stephanie Price, on the Police Open House.

Members of Council attended the Change of Command Ceremony at Parris Island.

Members of Council attended the Unity in the Community event at the Charles Lind Brown Center.

Members of Council attended the Police Department Open House.

Members of Council wished everyone a Happy 4th of July.

VIII. EXECUTIVE SESSION

A. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding the purchase or sale of property.

B. Pursuant to Title 30, Chapter 4, Section (70) (a) (2) of the South Carolina Code of Law: Discussion regarding contracts, leases, and agreements.

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

All were in favor, motion carried.

Councilman Scallate made a motion to come out of Executive Session and seconded by Mayor Pro Tem, McFee.

All were in favor, motion carried.

No actions from Executive Session.

IX. ADJOURN

9:03 PM

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

All were in favor, motion carried.

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In accordance with South Carolina Code of Laws, 1976, Section 30-4-80 (a)(d)(e), as amended, notification of regular meetings was given at the beginning of the calendar year. A copy of the agenda was posted on the City's bulletin board and website www.cityofbeaufort.org twenty-four hours prior to the meeting. A copy of the agenda was given to the local news media and requested public on file.



Conway Ivy
Public Comment NonAgenda
City of Beaufort, South Carolina
1911 Boundary Street • Beaufort, SC 29902
843.525.7070 • www.cityofbeaufort.org

June 27, 2024

Mr. Conway G. Ivy
501 King Street
Beaufort, SC 29902

Dear Mr. Ivy:

Thank you for your offer to match dollar for dollar up to \$50,000 to pay for the city of Beaufort's costs for an alternate gravity system study in conjunction with the King St. drainage project. Your offer, which is contained in a copy of your public comments made at the City Council meeting on Tuesday June 25, is attached.

Given that this offer was conditioned on the acceptance in principle with a deadline of 5:00 pm on Friday June 28, this left City Council with an inadequate amount of time to properly consider the offer and/or provide authorization for the city manager to accept it on the city's behalf. The City of Beaufort's Code of Ordinances regarding procurement require that more time than 72 hours would be needed to meet legal requirements in sourcing this service.

Further, if our Code of Ordinances related to procurement is followed to secure a gravity system study, there is no guarantee that Infrastructure Consulting and Engineering (ICE) would be awarded the contract; and one of the four conditions placed on your offer was that ICE would do the study. I will also point out that the additional condition of "I and the city engineering department together determine the scope of work and monitor its progress," is also not feasible since you are not an authorized representative, nor are you an employee of the City of Beaufort.

Once again, I want to thank you for your willingness to offer your personal resources in search of an alternate solution to satisfy needs identified in "The Point and Downtown Drainage Study for the City of Beaufort," published in August 2022.

Sincerely,

A handwritten signature in blue ink that reads "Scott M. Marshall".

Scott M. Marshall
City Manager

Enclosure

cc: City Council of the City of Beaufort

June 25, 2024

Conway G. Ivy Beaufort City Council Public Comment Presentation re King Street Drainage Project

I am here regarding the King Street Drainage Project

Davis & Floyd presented an updated proposal at the Work Session prior to this meeting.

This was in response to several public sessions that occurred in May.

For the most part the proposal was unresponsive to my and the community concerns.

The issue concerning the King Street Drainage Project is the placement of a pumping station and related structures in the Charlie Knott Park.

This placement destroys the park and the view shed.

Residents' concerns are not with the need to repair or replace the blocked and clogged sewer pipes.

A properly operating gravity system would not impinge on the Park.

It would retain the open area that has existed throughout Beaufort's history.

This alternative approach has not been developed or publicly evaluated after repeated requests.

In the April 23rd City Council Meeting. I stated and I quote;

"THE PROPOSED ADDITION OF THE PUMPING STATION, GENERATOR AND OUT FLOW STRUCTURE SHOULD BE STOPPED UNTIL WE CAN SEE IF REPAIR AND IMPROVEMENT OF THE GRAVITY SYSTEM WILL ADDRESS THE PROBLEMS AS IT HAS IN THE DISTANT PAST.

MOSSY OAKS HAD A PERSISTANT FLOODING PROBLEM FOR YEARS. THIS HAS BEEN CORRECTED WITH A GRAVITY SYSTEM."

In other public meetings with Davis & Floyd and City representatives present I and others have continued to propose consideration of a gravity system.

The meetings were

April 10 Historic Review Board

April 26 Public Hearing on all Downtown drainage projects

May 7- As a prelude to the May 8 public meetings, a Petition signed by 282 people requesting a Moratorium on the Davis & Floyd proposal pending a thorough and complete analysis of the need and impact of the proposed system.

aka Why won't a properly functioning gravity system work?

The signers constituted 79% of the Point residents which would be even higher if you removed the 10 rentals and 12 vacant houses from the total.

May 8 Public Meetings: Historic Review Board, followed by Public Update Session followed by City Council Workshop.

May 13 through May 17, Point neighborhood one on one meetings with individual council members.

After the May 8 meeting marathon, the City and Davis & Floyd indicated they would consider modifying the plan.

This resulted in the revisions that were presented to Council in the work session prior to this meeting.

A gravity system without the pumping station in the park was not considered.

Davis & Floyd through these number of months has indicated their commitment to a pumping station in Knott Park. That is fine, they have their reasons and approach.

However, an independent engineering firm should prepare a gravity system alternative.

It is incumbent on Council to have two alternatives to consider.

This is particularly true since the pumping station cost is \$6.8 million of the \$9.5 million total project cost.

This is aside from the irreversible destruction of the Park.

Infrastructure Consulting and Engineering is the perfect firm to do this study. They successfully designed the Mossy Oaks gravity system project.

I believe everyone is happy with the results. I and others have been impressed with their work.

I do not propose the creation of a gravity system alternative lightly.

Councils' decision is extremely important for our neighborhood and community.

To underscore my commitment, I offer to match dollar for dollar up to \$50,000 the City of Beaufort's cost for the gravity system study.

This offer is subject to;

1. Infrastructure Consulting and Engineering doing the study;
2. I and the City engineering department together determine the scope of work and monitor its progress;
3. A final legal agreement executed with appropriate conditions.
4. This offer is open to be accepted in principle until 5:00 pm Friday, June 28.

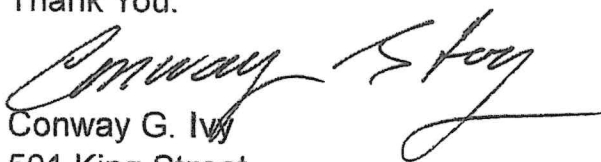
Yesterday, I spoke with Mr. Elhan Farzam who is Chief Executive Officer of Infrastructure Consulting & Engineering.

With his permission I can disclose his firm will consider taking on this project, that he supports the City having alternatives to evaluate and that his firm has a good relationship with the City which they value.

I undertook this inquiry as I did not want to make this proposal if his firm was unwilling to consider the assignment.

Given the collegial nature of the Civil engineering community, I am confident that the development of a gravity system alternative can be accomplished in a timely professional manner.

Thank You.


Conway G. Ivy
501 King Street
Beaufort, SC



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/10/2024
FROM: Scott Marshall, City Manager
AGENDA ITEM TITLE: Ordinance approving the sale of real property located in the Beaufort Commerce Park and owned by the City of Beaufort, South Carolina to Dolnik Properties, LLC - First Reading
MEETING DATE: 8/27/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

The Beaufort County Economic Development Corporation has identified a buyer for Lot K in the Beaufort Commerce Park. The prospective buyer is Dolnik Properties, LLC. Dolnik intends to construct what would be the second spec building in the Commerce Park.

Summary of proposed Spec Building:

- 72,000 sf
- Approximately \$8.5M investment in construction costs
- Building would be dividable to 8,000 sf units

Summary of proposed Purchase Agreement:

NOTE: Since first reading on July 9, 2024, the buyer has requested to change the terms of the agreement with regard to timing of payments. These changes are substantive enough to return the ordinance to first reading. Changes are noted below in bold.

- Purchase price of \$40K per upland acre for total purchase price of \$181,200.
 - ~~\$5K per acre paid to City upon issuance of a Certificate of Occupancy (CO)~~
 - ~~\$5K per acre paid to City upon each anniversary of the CO until purchase price is paid in full~~
- **At closing, Dolnik will execute a promissory note in the amount of the full purchase price in favor of the city with the following terms:**
 - **The Note shall mature five (5) years from the date of its execution (the "Maturity Date");**
 - **The Note shall accrue interest at the rate of one (1) percent annually.**
 - **The sum of \$22,650.00 shall be paid to City upon the issuance of a certificate of occupancy for the Building.**
 - **The sum of \$22,650.00 shall be paid to City upon each one-year anniversary of the issuance of a certificate of occupancy until the earlier of the Purchase Price being paid in full or the Maturity Date.**
 - **Any outstanding balance on the Note at the Maturity Date, if any, shall be paid to City on the Maturity Date.**

-- In the event Dolnik sells the Property, the Note will not be assigned to the purchaser and the balance of the Purchase Price shall be paid in full upon such sale.

- Dolnik has 90-day inspection period from effective date of Agreement
 - Dolnik has right to terminate Agreement if property is found unsuitable during inspection period
- Closing of transaction shall be held on the later of:
 - 30 days after the expiration of the inspection period; or
 - the date Dolnik has permits and approvals to begin construction

PLACED ON AGENDA FOR: Action

REMARKS:

Under previous payment terms, the full obligation of payments due extended to 8 years.

Under payment terms, as revised, all outstanding obligation of payments must be met at maturity of the promissory note, which is 5 years.

ATTACHMENTS:

Description	Type	Upload Date
Ordinance approving sale	Backup Material	8/19/2024
Exhibit A - Commerce Park Master Plan	Exhibit	8/18/2024
Exhibit B - Purchase and Sale Agreement	Exhibit	8/18/2024

ORDINANCE 2024/15

**AN ORDINANCE APPROVING THE SALE OF REAL PROPERTY LOCATED IN THE
BEAUFORT COMMERCE PARK AND OWNED BY THE CITY OF BEAUFORT,
SOUTH CAROLINA TO DOLNIK PROPERTIES, LLC.**

WHEREAS, the City of Beaufort, South Carolin (hereinafter “City”) owns a parcel of Real Property containing 7.99 acres, more or less, 4.53 acres of which are upland, identified as Lot K in the Beaufort Commerce Park Master Conceptual Plan attached to this Ordinance at Exhibit A (hereinafter “Property”); and

WHEREAS, the City wishes to sell the Property to Dolnik Properties, LLC (hereinafter “Dolnik”), conditioned upon Dolnik’s agreement to construct a speculative building on the Property, for the purpose of promoting economic development; and

WHEREAS, The City and Dolnik have negotiated a Contract for Sale and Purchase of Real Estate, which is attached hereto as Exhibit B; and

WHEREAS, City Council believes it is in the best interest of the City and its citizens to approve the sale of the property to Dolnik, and to give authority to the City Manager to execute such documents as may be necessary and appropriate to finalize this transaction.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE CITY COUNCIL, in accordance with the foregoing, that the City Manager is authorized to execute the Contract for Sale and Purchase of Real Estate, which is attached hereto as Exhibit B, and to execute such other documents as are necessary to effectuate the sale of the Property to Dolnik upon the provisions contained in the Contract for Sale and Purchase of Real Estate.

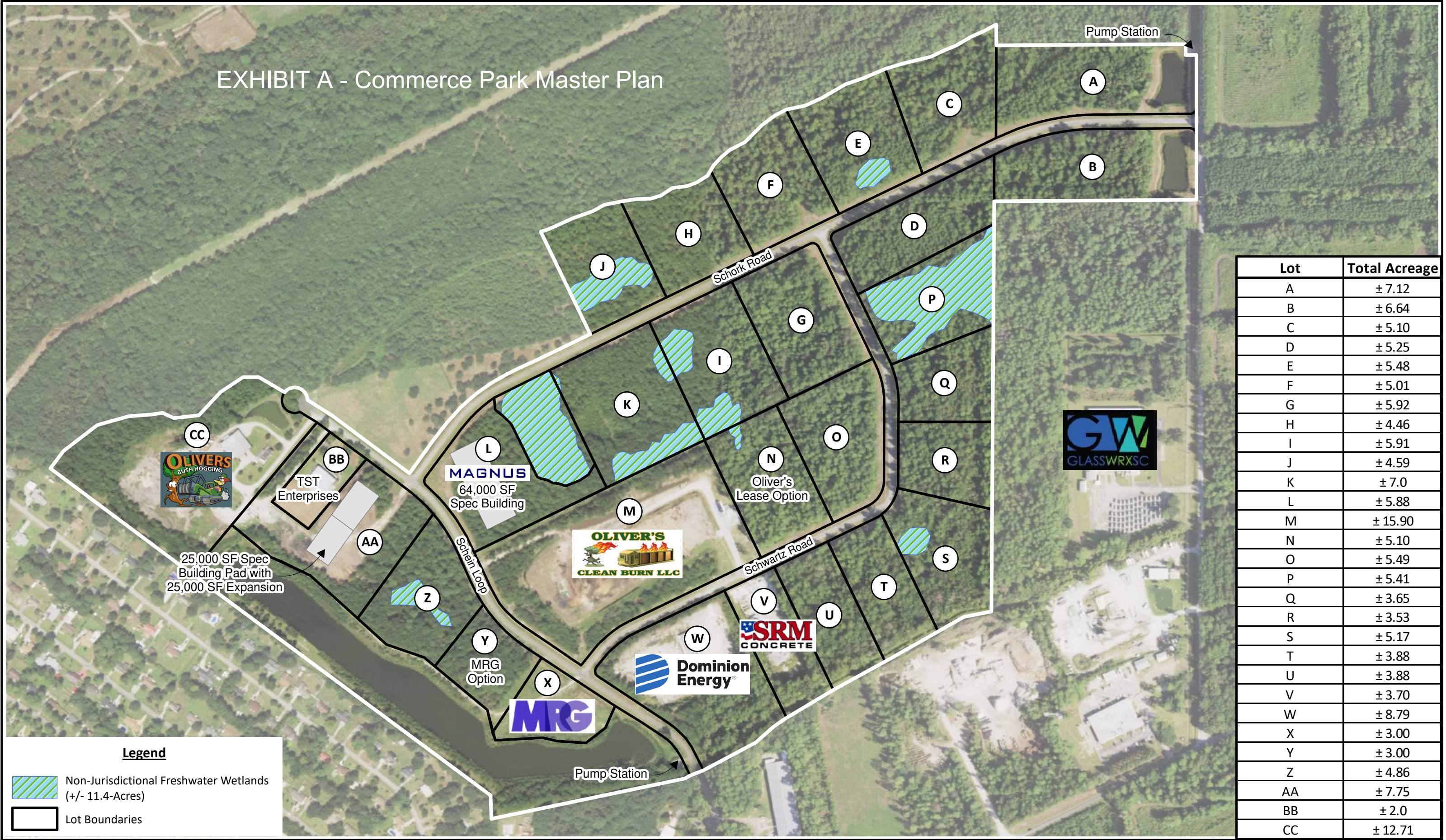
DONE, RATIFIED AND ENACTED this _____ day of _____, 2024.

Philip E. Cromer, Mayor
City of Beaufort, South Carolina

Traci Guldner
City Clerk, City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney on July 5, 2024

EXHIBIT A - Commerce Park Master Plan



Lot	Total Acreage
A	± 7.12
B	± 6.64
C	± 5.10
D	± 5.25
E	± 5.48
F	± 5.01
G	± 5.92
H	± 4.46
I	± 5.91
J	± 4.59
K	± 7.0
L	± 5.88
M	± 15.90
N	± 5.10
O	± 5.49
P	± 5.41
Q	± 3.65
R	± 3.53
S	± 5.17
T	± 3.88
U	± 3.88
V	± 3.70
W	± 8.79
X	± 3.00
Y	± 3.00
Z	± 4.86
AA	± 7.75
BB	± 2.0
CC	± 12.71

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the ____ day of _____, 2024 by and between CITY OF BEAUFORT, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter referred to as "City") and DOLNIK PROPERTIES, LLC, a South Carolina limited liability company (hereinafter referred to as "Dolnik"). The "Effective Date" of this Contract shall be the date on which the last party executes this Contract.

STATEMENT OF BACKGROUND INFORMATION

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

B. The Building will be constructed on the Property, defined below, which is currently owned by City.

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

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

AGREEMENT

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

1. Description of Property. The real property that is subject to this Contract (the "Property") is described on Exhibit A, which is attached hereto and incorporated herein by reference.

2. Purchase Price. The Purchase Price for the Property shall be \$181,200.00. The Purchase Price shall be paid by Dolnik as follows:

(a) The sum of \$10.00 (the "Earnest Money") shall be deposited with City upon the Effective Date.

(b) At Closing, Dolnik will execute a promissory note in the amount of the Purchase Price in favor of the City (the "Note") which shall include the following terms:

i. The Note shall mature five (5) years from the date of its execution (the "Maturity Date");

- ii. The Note shall accrue interest at the rate of one (1) percent annually;
- iii. The sum of \$22,650.00 shall be paid to City upon the issuance of a certificate of occupancy for the Building;
- iv. The sum of \$22,650.00 shall be paid to City upon each one-year anniversary of the issuance of a certificate of occupancy until the earlier of the Purchase Price being paid in full or the Maturity Date;
- v. Any outstanding balance on the Note at the Maturity Date, if any, shall be paid to City on the Maturity Date.
- vi. In the event Dolnik sells the Property, the Note will not be assigned to the purchaser and the balance of the Purchase Price shall be paid in full upon such sale.

(c) Timothy J. Dolnik shall execute a guaranty agreement in favor of City supporting the obligation of Dolnik to pay the balance of the Purchase Price.

3. Dolnik's Rights Prior to Closing – Inspection Period.

(a) For a period not to exceed 90 days from the Effective Date (such period being herein referred to as the "Inspection Period"), Dolnik, its authorized agents and employees, as well as others authorized by Dolnik, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying (including a master geotechnical survey), architectural, engineering, topographical, geological, soil, subsurface, environmental, water drainage and other investigations, inspections, evaluations, studies, tests and measurements including verification of information provided by City regarding ad valorem taxes and building restrictions as well as verification that zoning, deed and architectural control restrictions, and building permit regulations permit Dolnik's intended uses of the Property (collectively, the "Investigations") as Dolnik deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property. During the Inspection Period, Dolnik and City shall agree on any changes to the boundaries of the Property and agree on the usable acreage to determine the Purchase Price. Dolnik agrees to indemnify and hold City harmless from and against any and all claims, costs, expenses and liabilities including reasonable attorneys' fees arising out of or by reason of the Investigations. Dolnik shall restore any disturbance of the Property caused by the Investigations into the same condition that existed prior to the Effective Date in the event Dolnik fails to close, or terminates this Contract. During the Inspection Period, City shall use its best efforts to cooperate fully with Dolnik to facilitate inspection of the Property, but City shall not be obligated to incur any costs or expenses in doing so.

(b) At any time prior to the expiration of the Inspection Period, Dolnik shall have the right, in its sole and absolute discretion, to terminate this Contract if Dolnik determines that the Property is not suitable for Dolnik's intended purposes. If Dolnik elects

to terminate pursuant to this paragraph, it shall give written notice of such termination to the City prior to the expiration of the Inspection Period. Upon such termination, Dolnik shall deliver copies of all due diligence materials to City, and neither party shall have any further rights or obligations hereunder except for any obligations of Dolnik under paragraph (a) above.

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

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

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

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

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

(b) City shall refrain from offering the Property for sale or otherwise soliciting or negotiating an offer to sell the Property to third parties as long as this Contract remains in effect.

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

(d) To the best knowledge of the City, there are no underground storage tanks on the Property and there is no pending or threatened litigation affecting the Property or title to the Property.

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

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

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

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

8. Closing. The Closing of the transaction herein provided shall be held on the later of (i) the date that is thirty (30) days after the expiration of the Inspection Period, or (ii) the date on which Dolnik has secured all necessary permits and approvals to begin construction of the Building. Dolnik and City agree to deposit in trust with Dolnik's attorney (the "Closing Attorney") not later than the date of the Closing, all executed documents required in connection with this transaction including such documents as requested by Dolnik's title insurance company (the "Title

Company") which are necessary to enable this transaction to be consummated. Upon receipt of all necessary documents, and when the Title Company is in a position to issue to Dolnik a policy of title insurance, the Closing Attorney shall on the date of Closing, upon instructions from Dolnik and City, cause the deed to the Property any other necessary or appropriate instruments to be filed for record. At Closing, City shall deliver to Dolnik the following:

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

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

(c) Satisfactory evidence that the subdivision plat establishing the Property boundaries has been approved and recorded or is in recordable form.

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

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

10. Development of Building. Pursuant to a Development Agreement executed on or about the date hereof (the "Development Agreement") between Dolnik and Beaufort County Economic Development Corporation ("BCEDC"), Dolnik agrees to design, construct, finance and market an approximately 72,000 square foot industrial building (the "Building") for manufacturing and warehouse uses on the Property. Dolnik shall pay all permitting, business license and customary impact fees. In the event Dolnik does not achieve substantial completion of the Building within one (1) year of the date it acquires the Property (the "Completion Date"), subject to events of force majeure or other events beyond the control of Dolnik, Dolnik shall promptly reconvey the Property to City, or if such transfer is not possible, Dolnik shall refund the "Site Work Contribution" to BCEDC, as more particularly described in the Development Agreement. Provided however, if the Building is 75% completed by the Completion Date, the Completion Date shall be extended six (6) months.

11. Sale or Lease of the Building. Dolnik shall diligently market the Building for sale or lease utilizing Dolnik's professionals employed by it (on a non-exclusive basis) and any other qualified real estate professionals selected by Dolnik to secure industrial users. In the event BCEDC locates a purchaser for the Building, Dolnik agrees to sell the Building for an amount equal to the greater of (a) the then current appraised value of the Building, or (b) a sum equal to the total development costs for the Building, plus 10%.

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

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

(a) The Property is currently exempted from ad valorem real property taxes and no proration of taxes shall be required.

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

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

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

To City:

City of Beaufort
1911 Boundary Street
Beaufort, South Carolina 29902
Email:smarshall@cityofbeaufort.org

To Dolnik:

Dolnik Properties, LLC
PO Box 314
Bluffton, SC 29910
Attention: Tim Dolnik Email:
tjdolnik@dolnikmgmt.com

With a copy to:

Robert B. Brannen, Jr.
One West Park Avenue
Savannah, GA 31401
Email: rbrannen@bouhan.com

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

17. Parties. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of Dolnik and City and their respective legal representatives, successors and assigns. City may assign this Contract, in whole or in part, to any partnership or other entity controlled by or under common control with City, without the prior written approval of Dolnik. Dolnik may assign this Contract in whole or in part to any subsidiary, affiliated corporation, individuals or business organization qualified to do business in South Carolina, without the prior written approval of City; provided, however, that any assignee shall assume all of the duties, obligations and liabilities of assignor under this Contract. In the event of any such assignment, the assignor thereof shall not be relieved of its duties and obligations hereunder and such assignor and assignee shall be jointly and severally liable. Except as hereinabove provided, neither party shall assign this Contract to any other party without the written consent of the other party, which consent will not be unreasonably withheld.

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

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

20. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both

Dolnik and the City. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall binding upon the parties hereto and their respective heirs, successor and assigns.

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

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

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

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

CITY OF BEAUFORT, SOUTH CAROLINA

By: _____
Name: _____
Title: _____
Dated: _____

DOLNIK PROPERTIES, LLC

By: _____
Name: _____
Title: _____
Dated: _____

EXHIBIT A

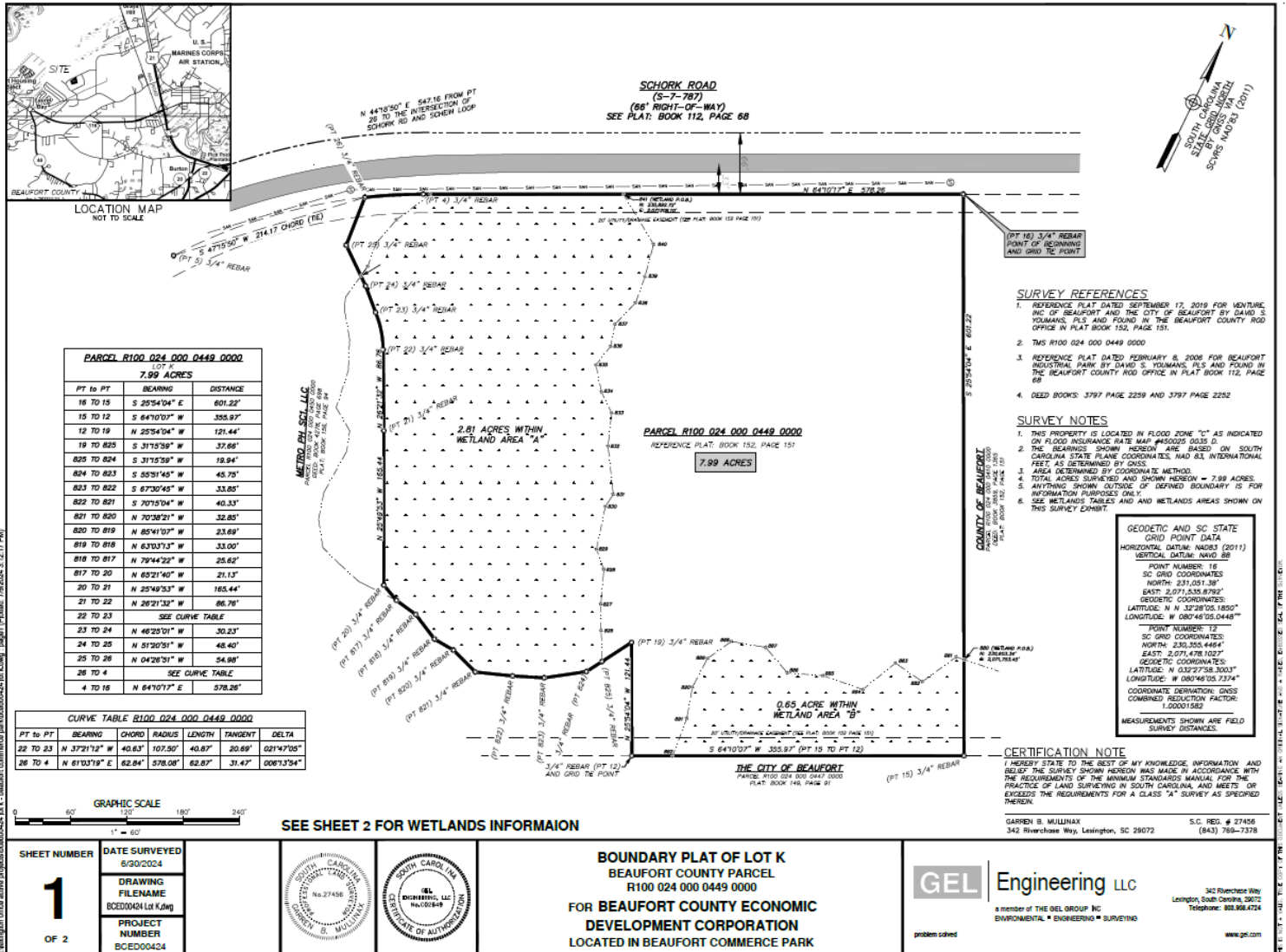
DESCRIPTION OF PROPERTY

ALL that certain piece, parcel, or tract of land, situate, lying and being in Beaufort County, South Carolina, containing 7.99 acres, more or less, 4.53 acres of which are upland, being more particularly shown on that certain plat prepared by GEL Engineering, LLC, dated June 30, 2024, a copy of which is included herewith and incorporated herein as Exhibit B.

This being a portion of the real property conveyed to the City of Beaufort by Limited Warranty Deed of Venture, Inc. dated September 26, 2019 and recorded in Book 3797 at Page 2259 in the Office of the Register of Deeds for Beaufort County, South Carolina.

EXHIBIT B

SURVEY OF PROPERTY





CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: JJ Sauve
AGENDA ITEM TITLE: PUBLIC HEARING AND FIRST READING - An Ordinance to amend the Comprehensive Plan of the City of Beaufort, to add a Housing Impact Analysis as an Appendix Item to the Housing Chapter
MEETING DATE: 8/27/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

In 2023 the State of South Carolina passed Act 57, which amended Section 6 of the State Code adding the option for local governments to use up to 15% of state accommodations tax proceeds to fund affordable workforce housing initiatives. This act requires any local government wishing to use state accommodation tax funds to complete a housing impact analysis to be included as an addendum to the local government's comprehensive plan that includes:

"... Information about the effect of the ordinance on housing, including the effect of the ordinance on each of the following:

- (a) the cost of developing, construction, rehabilitating, improving, maintaining, or owning single-family or multifamily dwellings;
 - (b) the purchase price of new homes or the fair market value of existing homes;
 - (c) the cost and availability of financing to purchase or develop housing;
 - (d) housing costs; and
 - (e) the density, location, setback, size, or height development on a lot, parcel, land division, or subdivision; and
- (2) an analysis of the relative impact of the ordinance on low- and moderate-income households..."

In January 2024, the Municipal Association of South Carolina provided a training, which the majority of Council attended, that highlighted the process for completing a Housing Impact Analysis under the new requirements of Act 57. This training was presented as a case study from Hilton Head Island's approach to implementing its Housing Impact Analysis. It is staff's recommendation that the City of Beaufort adopt this Housing Impact Analysis as an appendix item to the City of Beaufort 2021 Comprehensive Plan, to provide another optional tool for addressing affordable housing in Beaufort.

The Housing Impact Analysis attached to this agenda is based on housing and economic trends and information contained in the City of Beaufort 2021 Comprehensive Plan and several updated sources. It is clear from this data that the past five years have seen major changes to the local economy and housing market, and that a full review of the housing section of the Comprehensive Plan should be a priority as it approaches the five-year review mark.

The city recently partnered with other local governments to form the Beaufort-Jasper Housing Trust, and the City has the chance to explore opportunities to improve housing options at both the local and regional levels. Staff's recommendation is that this Analysis be adopted, and that as the 2026 Comprehensive Plan approaches, the Council, Planning Commission, and staff work together to explore the options outlined in the Analysis and determine the best approaches towards measurable results in addressing housing. This will most likely involve significant regional and community partnerships, and resources far beyond the City of Beaufort's control.

The process for adopting this Housing Impact Analysis as an addendum item to the City of Beaufort's 2021 Comprehensive Plan is outlined below:

May 2023- Bill became law (COMPLETE)

January 2024- MASC Meeting- HHI Model Case Study (COMPLETE)

March to May 2024- Collecting data and compiling HIA (COMPLETE)

June 2024- Public Hearing at Planning Commission w/ Recommendation of Adoption (COMPLETE) and distribute to DOR and Tourism Expenditure Revenue Committee (COMPLETE).

June 2024- Council Worksession (COMPLETE)

August 2024- Public Hearing (30 days notice) at Council and First Reading of ordinance amendments

September 2024- Second Reading of ordinance amendments

FY 26- Recommended update of Comprehensive Plan Housing Section with Planning Commission and Council

PLACED ON AGENDA FOR: Action

REMARKS:

Notice of the Public Hearing was published in the Beaufort Gazette on Sunday, July 14, 2024.

ATTACHMENTS:

Description	Type	Upload Date
Ordinance Comprehensive Plan Amendment	Backup Material	8/19/2024
City of Beaufort Housing Impact Analysis June 2024	Exhibit	8/19/2024

ORDINANCE 2024/16

An Ordinance to Amend the 2021 Comprehensive Plan of the City of Beaufort, to Add a Housing Impact Analysis as an Appendix Item to the Housing Chapter

WHEREAS, the City of Beaufort, South Carolina (hereinafter “City”) recognizes workforce and affordable housing as priority community needs; and

WHEREAS, the City completed a Housing Impact Analysis in June of 2024 to better understand these needs; and

WHEREAS, the City wishes to amend its 2021 Comprehensive Plan, to include the Housing Impact analysis as an appendix item to the Housing chapter;

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE CITY COUNCIL, in accordance with the foregoing, that the Comprehensive Plan of the City of Beaufort, South Carolina, is hereby amended by adding the attached Housing Impact Analysis as an appendix item to the Housing Chapter.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2024.

Philip E. Cromer, Mayor
City of Beaufort, South Carolina

Traci Guldner
City Clerk, City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney on August 19, 2024

HOUSING IMPACT ANALYSIS
CITY OF BEAUFORT, SOUTH CAROLINA

JUNE 2024

**AN APPENDIX TO THE CITY OF BEAUFORT 2021
COMPREHENSIVE PLAN**

TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	03
ATAX FUNDING.....	03
INTRODUCTION.....	05
DEMOGRAPHIC ANALYSIS.....	06
EMPLOYMENT BY INDUSTRY.....	07
HOUSING STOCK ANALYSIS.....	10
CONSTRUCTION AND DEVELOPMENT COST ANALYSIS.....	11
THE ROLE OF TRANSPORTATION AND INFRASTRUCTURE.....	12
HOUSING AFFORDABILITY ANALYSIS.....	14
ACTUAL HOME SALES DATA ANALYSIS.....	16
ECONOMIC IMPACT ANALYSIS.....	19
POLICY RECOMMENDATIONS.....	20
CONCLUSION.....	25
APPENDICES.....	26
APPENDIX A: METHODOLOGY.....	27
APPENDIX B: GLOSSARY OF TERMS.....	28
APPENDIX C: REFERENCES.....	29

EXECUTIVE SUMMARY

The City of Beaufort is a small coastal city located in the Lowcountry region of South Carolina. As of 2021, the city had an estimated population of 13,607. Beaufort, like many communities across the country, is facing challenges related to housing affordability and availability. Rising housing costs, limited supply of affordable units, and growing demand are putting pressure on Beaufort's housing market. These factors are making it increasingly difficult for many residents - especially low- and moderate-income households, seniors, and key members of the workforce like teachers and first responders - to find suitable housing they can afford. To better understand the current state of housing in Beaufort and identify potential solutions, the city commissioned this Housing Impact Analysis. The analysis examines demographic trends, housing stock characteristics, affordability metrics, and the economic impacts of housing on the local economy.

Key findings from the analysis include:

- Beaufort's population has grown by 10.1% over the past decade, putting pressure on the housing market (U.S. Census Bureau, 2021)
- The 2021 median home value in Beaufort was \$277,000, which is 21% higher than the national median of \$229,800, and this number continues to increase yearly (U.S. Census Bureau, 2021)
- The median home sales price in Beaufort in 2023 is between \$390,000 and \$466,000. (HHI HIA, 2023) (Redfin, 2023)
- 36.1% of Beaufort households are cost-burdened, spending more than 30% of their income on housing (U.S. Census Bureau, 2021)

To address these challenges, the report recommends a series of strategies, including:

- Increasing the supply of affordable housing through incentives for developers and partnerships with non-profit organizations
- Preserving existing affordable housing through rehabilitation programs and tenant protections
- Expanding housing options by allowing accessory dwelling units and encouraging mixed-use development
- Leveraging public land and resources to support affordable housing development

By implementing these strategies, Beaufort can work towards a future where all residents have access to safe, affordable, and quality housing.

ATAX FUNDING

The growing demand for affordable housing for these households continues to be a focus for the City and area employers. The following Housing Impact Analysis addresses the required questions outlined as part of Act 57 allowing the City to utilize ATAX as an eligible funding source to support local workforce housing needs. The City of Beaufort ATAX collections vary from year-to-year but have consistently been in the \$1 million range for the past three years.

City of Beaufort Historical and Projected ATAX Collections

FY22- Actual- \$914,442

FY23- Actual- \$1,030,484

FY24 Estimated- \$1,194,940

The following Housing Impact Analysis per Act 57 requirements includes:

- Current housing and employment trends in the City of Beaufort
- Local analysis of housing and development costs
- Market-rate housing prices
- Cost of available financing to purchase or develop housing.
- Local determination of need for workforce housing including income and housing disparities
- Potential ATAX revenue impacts on short- and long-term housing costs

INTRODUCTION

The City of Beaufort is a vibrant community located in the Lowcountry region of South Carolina. Known for its historic charm, natural beauty, and high quality of life, Beaufort is an attractive place to live and work. However, like many desirable communities, Beaufort is grappling with the challenges of housing affordability and availability.

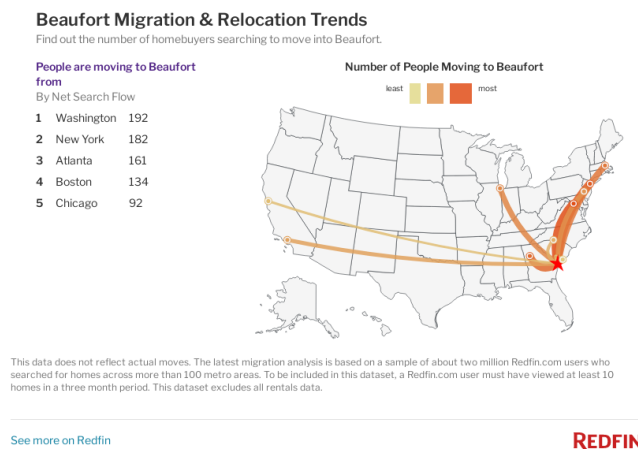
To better understand these challenges and identify potential solutions, the City of Beaufort commissioned this Housing Impact Analysis. The analysis examines a range of factors that influence housing in Beaufort, including demographic trends, housing stock characteristics, affordability metrics, and the economic impacts of housing.

The goal of this report is to provide a comprehensive assessment of housing in Beaufort and offer recommendations for addressing the city's housing needs. By taking a proactive approach to housing policy, Beaufort can work towards a future where all residents have access to safe, affordable, and quality housing.

Demographic Analysis

Beaufort's population has grown steadily over the past several decades, driven by its attractive quality of life, strong economy, and proximity to major employment centers. According to the U.S. Census Bureau (2021), Beaufort's population increased from 12,361 in 2010 to 13,607 in 2020, representing a growth rate of 10.1%.

This population growth has put pressure on Beaufort's housing market, as demand for housing has outpaced supply. The result has been rising home prices and rents, making it increasingly difficult for many residents to find affordable housing (National Low Income Housing Coalition, 2021).



In addition to overall population growth, Beaufort has seen significant changes in its demographic composition. The city's population is becoming increasingly diverse, with the percentage of Hispanic residents increasing from 6.5% in 2010 to 8.4% in 2020, and the percentage of Asian residents increasing from 1.5% to 2.5% over the same period (U.S. Census Bureau, 2021). The city is also experiencing an aging of its population, with the median age increasing from 35.8 in 2010 to 38.5 in 2020 (U.S. Census Bureau, 2021).

These demographic shifts have important implications for housing in Beaufort. As the population becomes more diverse, there is a need for housing that meets the needs of a wider range of household types and income levels. And as the population ages, there is a growing need for housing that is accessible, affordable, and allows seniors to age in place (Joint Center for Housing Studies of Harvard University, 2021).

The lack of affordable housing in Beaufort can have significant economic impacts on the local workforce and businesses. When workers are unable to find housing they can afford near their jobs, they may be forced to commute long distances, leading to increased transportation costs, reduced productivity, and a lower quality of life (Urban Institute, 2019). This can make it difficult for businesses to attract and retain skilled workers, hindering economic growth and competitiveness.

Moreover, when a large portion of a household's income is spent on housing, there is less disposable income available to spend on local goods and services. This reduced consumer spending can have a ripple effect throughout the local economy, impacting businesses of all sizes (National Low Income Housing Coalition, 2021). Addressing housing

affordability is therefore not only a social imperative but also an economic necessity for ensuring the long-term vitality and resilience of Beaufort's economy.

To effectively address Beaufort's housing challenges, it is crucial to understand the specific needs of different demographic groups:

- Young professionals often seek affordable rental housing close to employment centers, with amenities like public transit access and walkable neighborhoods (Urban Institute, 2019).
- Families require larger, multi-bedroom units with outdoor space and proximity to schools and childcare facilities. Affordable homeownership opportunities are also important for long-term stability (Grounded Solutions Network, 2018).
- Seniors need accessible, single-level housing with support services and transportation options to enable aging in place. Affordable senior housing and assisted living facilities are in high demand (Joint Center for Housing Studies of Harvard University, 2021).

By tailoring housing strategies to the unique needs of each group, Beaufort can create a more balanced, equitable housing market that supports the entire community.

EMPLOYMENT BY INDUSTRY IN BEAUFORT, SC

Beaufort's economy is driven by a diverse mix of industries, with a particularly strong presence in the service sector. According to data from the U.S. Census Bureau's American Community Survey (2017-2021), the top industries employing Beaufort residents are:

- **Educational services, and health care and social assistance:** This industry is the largest employer in Beaufort, accounting for 21.7% of the city's total employed population (U.S. Census Bureau, 2021). It includes jobs in schools, colleges, hospitals, medical offices, and social service agencies.
- **Arts, entertainment, and recreation, and accommodation and food services:** The second-largest industry, employing 18.6% of Beaufort's workforce, reflects the city's strong tourism and hospitality sector (U.S. Census Bureau, 2021). This category includes jobs in hotels, restaurants, bars, museums, theaters, and other leisure and hospitality businesses.
- **Professional, scientific, and management, and administrative and waste management services:** Employing 12.4% of Beaufort's workers, this industry encompasses a wide range of jobs in legal, accounting, engineering, research, consulting, and administrative services (U.S. Census Bureau, 2021).

- **Retail trade:** Retail businesses, including grocery stores, clothing shops, home goods stores, and other merchants, employ 11.7% of Beaufort's workforce (U.S. Census Bureau, 2021).
- **Public administration:** Government jobs at the local, state, and federal levels account for 8.5% of Beaufort's employment (U.S. Census Bureau, 2021). This includes positions in city and county government, as well as military and civilian jobs at the nearby military installations.

Other notable industries in Beaufort include construction (6.2%), finance and insurance, and real estate and rental and leasing (5.7%), manufacturing (3.5%), and transportation and warehousing, and utilities (3.4%) (U.S. Census Bureau, 2021).

The presence of military installations, particularly Marine Corps Air Station Beaufort and Marine Corps Recruit Depot Parris Island, also significantly impacts the local economy. These bases provide civilian employment opportunities and support local businesses through the spending of military personnel and their families (Beaufort Regional Chamber of Commerce, 2021).

Table 17: Economic Impact of Visitors 2017-2020

	2017	2018	2019	2020	Percent Change 2017-2020
Beaufort County					
Tourism Employment	14,170	14,590	15,280	14,620	5.6%
Payroll from Tourism	\$261,570,000	\$270,780,000	\$294,880,000	\$307,230,000	23.1%
Expenditures by Visitors	\$1,374,800,000	\$1,433,990,000	\$1,539,740,000	\$1,379,800,000	5.8%

Beaufort's industry mix reflects its status as a coastal tourism destination and its proximity to larger employment centers like Hilton Head Island and Savannah, Georgia. The city's diverse economy and strong service sector presence contribute to its overall economic stability and growth potential.

The economic impact of housing affordability on Beaufort's local workforce and businesses is significant and far-reaching. When housing costs consume a disproportionate share of household incomes, it creates a cascade of consequences that extend beyond individual families to the broader community.

For workers, high housing costs can limit their ability to live near their places of employment, leading to longer commutes, increased transportation expenses, and reduced quality of life. This not only affects individual well-being but also has implications for businesses. When employees face long and costly commutes, it can result in decreased productivity, higher rates of absenteeism, and increased turnover (Joint Center for Housing Studies, 2021). These factors can make it challenging for businesses

to attract and retain skilled workers, which in turn can hinder economic growth and competitiveness.

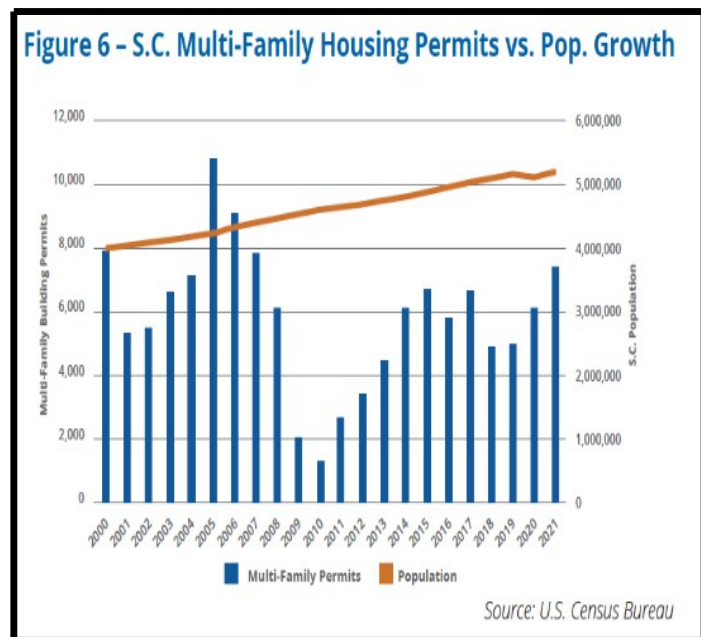
Furthermore, when households are forced to allocate a significant portion of their income to housing, they have less disposable income to spend on local goods and services. This reduced consumer spending can have a ripple effect throughout the local economy, impacting businesses across various sectors (National Association of Realtors, 2019). Small businesses, which often rely on local patronage, may be particularly vulnerable to the economic consequences of housing unaffordability.

Addressing housing affordability is therefore crucial not only for the well-being of Beaufort's residents but also for the long-term economic vitality of the community. By ensuring that workers can find suitable housing they can afford near their jobs, and that households have sufficient disposable income to support local businesses, Beaufort can foster a more sustainable and inclusive economy that benefits all its residents.

Housing Stock Analysis

Beaufort's housing stock is diverse, reflecting the city's long history and varied architectural styles. According to the American Community Survey (U.S. Census Bureau, 2021), there are 5,778 housing units in Beaufort, of which 65.1% are single-family homes, 30.6% are multi-family units, and 4.3% are mobile homes.

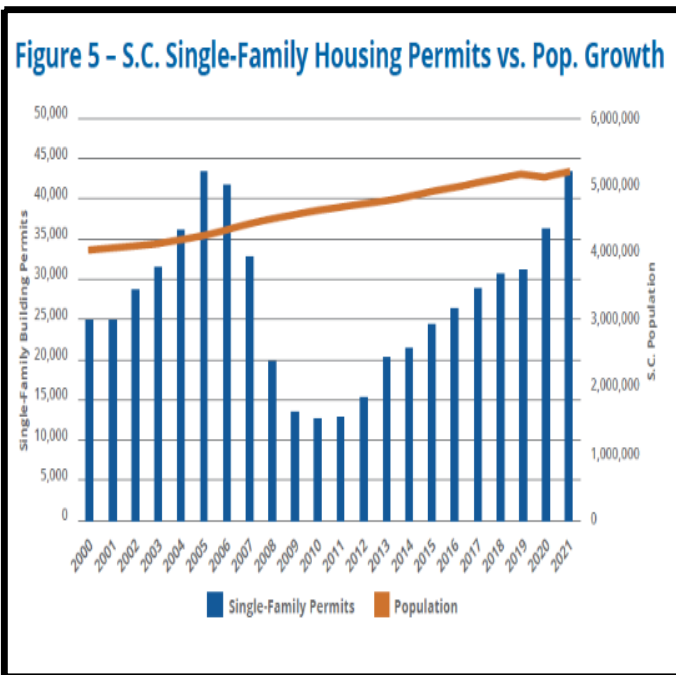
The age of Beaufort's housing stock is also varied, with 39.3% of units built before 1980, 32.6% built between 1980 and 1999, and 28.1% built after 2000 (U.S. Census Bureau, 2021). While older homes contribute to Beaufort's historic charm, they may also present challenges related to maintenance, energy efficiency, and accessibility (Joint Center for Housing Studies of Harvard University, 2021).



In terms of tenure, 54.1% of Beaufort households own their homes, while 45.9% are renters (U.S. Census Bureau, 2021). The homeownership rate in Beaufort is lower than the national average of 64.4%, reflecting the challenges of affordability and limited supply of entry-level homes (Joint Center for Housing Studies of Harvard University, 2021).

Vacancy rates provide another important indicator of the health of Beaufort's housing market. According to the most recent data, the vacancy rate for owner-occupied units is 2.7%, while the vacancy rate for rental units is 7.2% (U.S. Census Bureau, 2021). These rates suggest a tight housing market, with limited availability of units for both purchase and rent.

Looking ahead, there are several key challenges and opportunities related to Beaufort's housing stock. One challenge is the need to preserve and maintain the city's older housing stock, which may require significant investment in rehabilitation and retrofitting (National Low Income Housing Coalition, 2021). Another challenge is the need to expand the supply of affordable housing, particularly for low- and moderate-income households (Grounded Solutions Network, 2018).



At the same time, there are opportunities to leverage Beaufort's unique assets to support housing development. For example, the city's historic buildings and vacant land could be repurposed for affordable housing, while its walkable neighborhoods and access to public transportation could support higher-density, mixed-use development (Lincoln Institute of Land Policy, 2019).

By taking a proactive approach to housing stock management and development, Beaufort can work towards a future where all residents have access to safe, affordable, and quality housing that meets their needs.

CONSTRUCTION AND DEVELOPMENT COSTS ANALYSIS

Housing construction and development costs are a significant factor in the overall affordability and availability of housing in Beaufort. According to data from the National Association of Home Builders (2021), the average cost of constructing a single-family home in the South Atlantic region, which includes South Carolina, was \$105.21 per square foot in 2021. This figure includes costs for materials, labor, and contractor overhead and profit, but does not include the cost of land or site development.

Applying this regional average to Beaufort, the cost to construct a typical 2,000 square foot single-family home would be approximately \$210,420. However, actual construction costs in Beaufort may vary in this constantly fluctuating market depending on a number of factors, including:

- Local labor costs and availability of skilled construction workers (Urban Institute, 2019)
- Prices for building materials, which can fluctuate based on supply and demand (National Association of Home Builders, 2021)
- Site-specific factors such as terrain, soil conditions, and infrastructure requirements (Urban Institute, 2019)
- Building design and amenities, with higher-end finishes and features adding to overall costs (Joint Center for Housing Studies of Harvard University, 2021)

In addition to the direct costs of construction, developers in Beaufort also face a range of other costs and fees associated with the development process. These can include:

- Land acquisition costs, which have been rising in many parts of the Lowcountry as demand for housing increases (Urban Institute, 2019)
- Site development costs, such as grading, utilities, and stormwater management (Urban Institute, 2019)
- Permitting and impact fees charged by the city and county governments (Grounded Solutions Network, 2018)
- Financing costs, including interest on construction loans and other development expenses (Joint Center for Housing Studies of Harvard University, 2021)

According to a 2020 report by the South Carolina Housing Finance and Development Authority, the average cost of a new home in Beaufort County was \$314,000, which is significantly higher than the statewide average of \$243,000. This suggests that the combination of high construction costs, land prices, and development fees is contributing to the overall affordability challenges in Beaufort's housing market. To help mitigate these costs and encourage the development of more affordable housing, the City of Beaufort could consider a range of strategies, such as:

- Offering density bonuses or other zoning incentives for projects that include affordable units (Grounded Solutions Network, 2018)
- Reducing or waiving certain development fees for affordable housing projects (Lincoln Institute of Land Policy, 2019)
- Partnering with non-profit developers or community land trusts to acquire and develop land for affordable housing (Grounded Solutions Network, 2018)
- Exploring alternative construction methods and materials that could reduce building costs without sacrificing quality or durability (Urban Institute, 2019)

By working to address the various factors that contribute to high housing construction and development costs, Beaufort can help to create a more balanced and affordable housing market that meets the needs of all its residents.

THE ROLE OF TRANSPORTATION AND INFRASTRUCTURE IN HOUSING DEVELOPMENT

Transportation and infrastructure play a vital role in supporting housing development and affordability. Access to reliable and efficient transportation options, such as public transit, bike lanes, and well-maintained roads, can significantly impact the location and cost of housing (Center for Neighborhood Technology, 2020). When housing is located near transit hubs or along major transportation corridors, it can reduce transportation

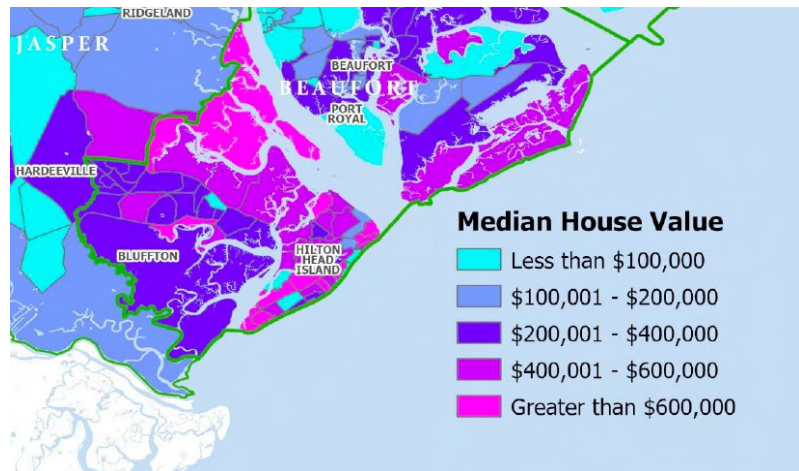
costs for residents and make housing more affordable overall (Urban Land Institute, 2019).

Moreover, investments in infrastructure, such as water and sewer systems, can open up new areas for housing development and help to lower construction costs (National Association of Home Builders, 2020). By strategically planning for and investing in transportation and infrastructure improvements, Beaufort can support the development of more affordable and accessible housing options for its residents (City of Beaufort, 2021). Addressing infrastructure concerns will be paramount to housing success in the City of Beaufort, and this will require consistent coordination with various utilities providers including but not limited to:

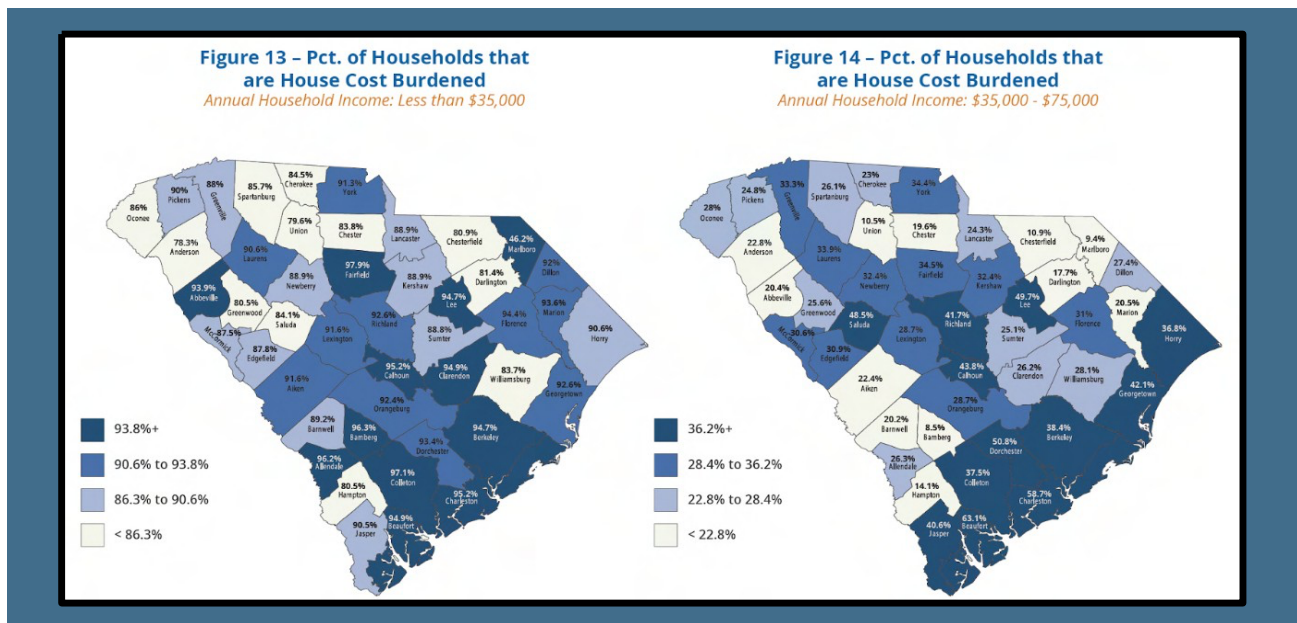
- Beaufort-Jasper Water and Sewer
- Dominion Energy
- Hargray
- Brightspeed

HOUSING AFFORDABILITY ANALYSIS

Housing affordability is a critical issue facing many communities, including Beaufort. When housing costs consume a large portion of household income, it can create financial stress and limit opportunities for families to invest in other areas such as education, healthcare, and savings (Joint Center for Housing Studies of Harvard University, 2021).



To assess housing affordability in Beaufort, this analysis examines several key metrics, including median home values, median rents, and cost burden rates. According to the most recent data from the American Community Survey (U.S. Census Bureau, 2021), the median home value in Beaufort is \$277,000, which is 21% higher than the national median of \$229,800. The median gross rent in Beaufort is \$1,036, which is 6% higher than the national median of \$1,096 (U.S. Census Bureau, 2021).

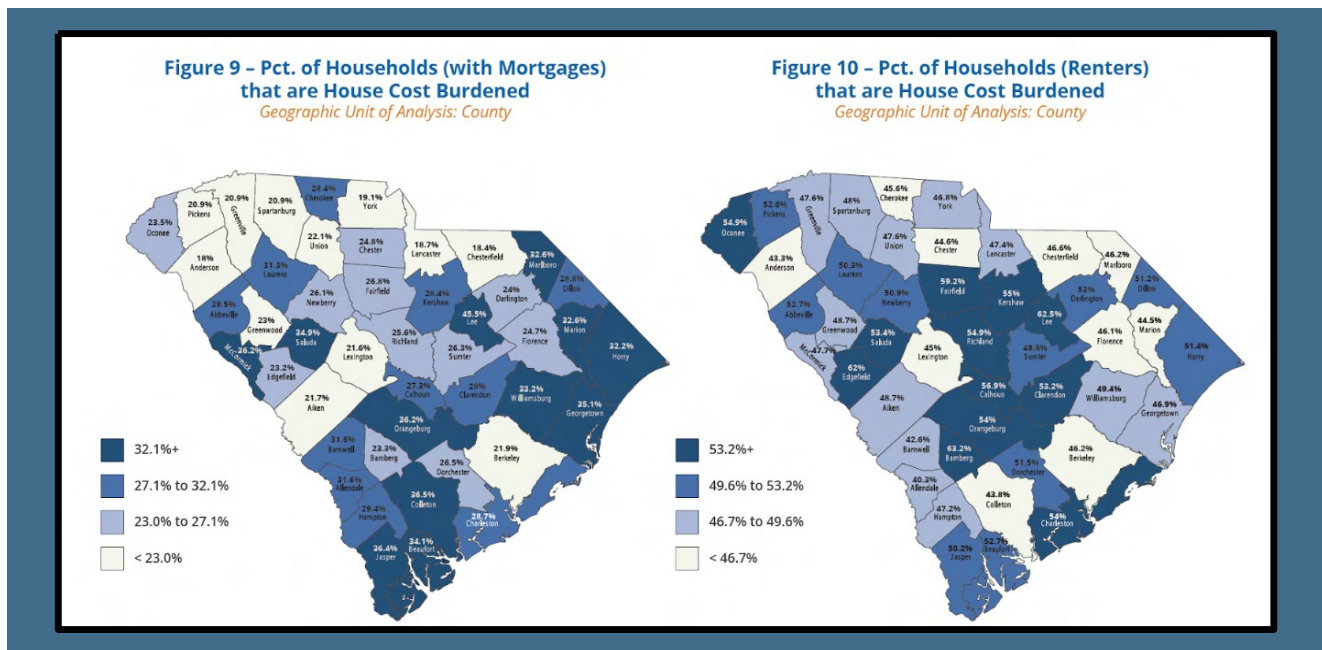


These high housing costs are putting pressure on many Beaufort households, particularly those with low and moderate incomes. One common measure of housing affordability is the cost burden rate, which refers to the percentage of households spending more than 30% of their income on housing costs (U.S. Department of Housing and Urban

Development, 2021). The data shows that more than a third (36.1%) of all households in Beaufort are cost-burdened, meaning they spend more than 30% of their income on housing (U.S. Census Bureau, 2021). The cost burden rate is even higher for renters at 46.9%, while 27.4% of homeowners with a mortgage are cost-burdened (U.S. Census Bureau, 2021).

The data reveals that nearly three-quarters (73.8%) of households with incomes below \$20,000 are cost-burdened, highlighting the significant affordability challenges for low-income residents in Beaufort (U.S. Census Bureau, 2021). Additionally, more than a third (37.1%) of households headed by seniors aged 65 and older are cost-burdened, which suggests that many older residents may be struggling to keep up with housing costs on fixed incomes (U.S. Census Bureau, 2021).

These affordability challenges have far-reaching impacts on the community. When families struggle to afford housing, they may be forced to make difficult trade-offs, such as skipping meals or forgoing healthcare (National Low Income Housing Coalition, 2021). High housing costs can also make it difficult for local businesses to attract and retain workers, which can hinder economic growth (Urban Institute, 2019).

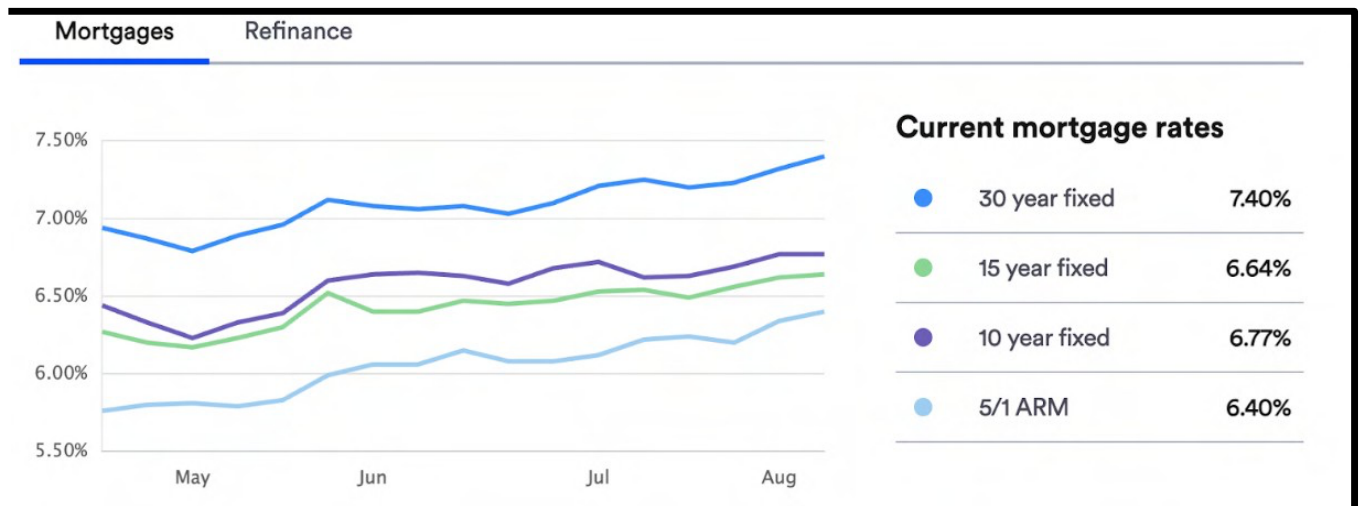


To address these challenges, Beaufort will need to pursue a range of strategies to expand the supply of affordable housing and help families access the housing they need. This could include policies such as:

- Inclusionary zoning, which requires developers to set aside a portion of new units as affordable housing (Grounded Solutions Network, 2018)
- Density bonuses, which offer developers incentives to build more affordable units (Lincoln Institute of Land Policy, 2019)

- Housing trust funds, which provide dedicated funding for affordable housing development and preservation (Grounded Solutions Network, 2018)
- Rental assistance programs, which help low-income families afford market-rate rentals (National Low Income Housing Coalition, 2021)
- Homeownership programs, which provide down payment assistance and other support to help families become homeowners (Urban Institute, 2019)

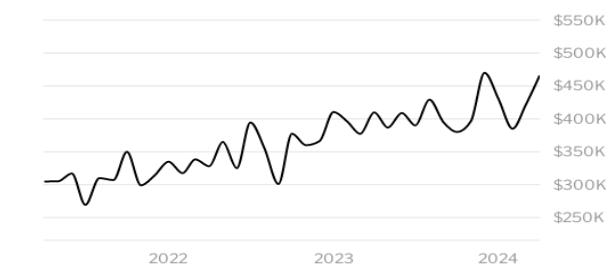
By taking a comprehensive approach to housing affordability, Beaufort can work towards a future where all residents have access to safe, affordable, and quality housing that meets their needs.



ACTUAL HOME SALES DATA ANALYSIS

A comprehensive review of recent housing market data from Redfin reveals that Beaufort, SC, is experiencing a robust and dynamic real estate market, characterized by steady growth and moderate competition (Redfin, 2023).

Beaufort, SC Median Sale Price



Based on Redfin calculations of home data from MLS and/or public records.

● Beaufort, SC

[See more on Redfin](#)

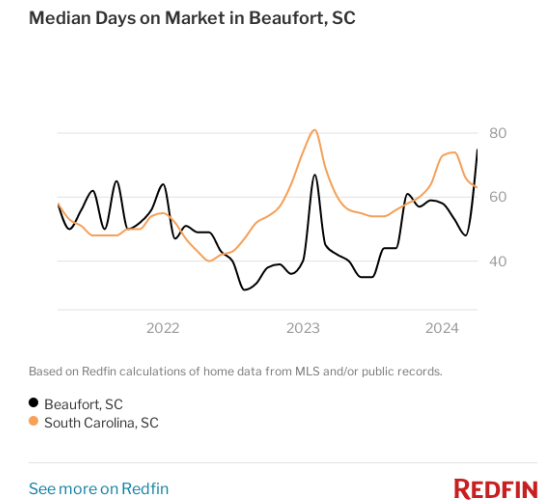
REDFIN

Key findings:

Median Sale Price: The median sale price for homes in Beaufort currently stands at \$466,000, which represents a significant 13.7% year-over-year increase (Redfin, 2023). This substantial growth in median sale prices indicates strong demand for

housing in the area and suggests that property values are appreciating at a healthy rate.

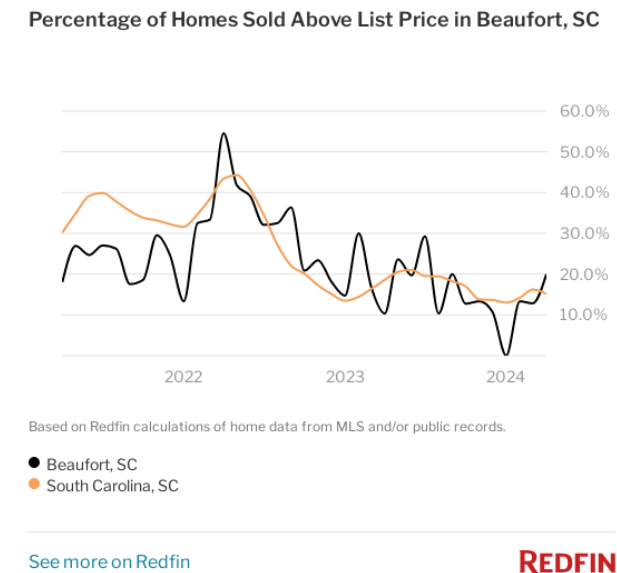
Price per Square Foot: The price per square foot for homes in Beaufort is \$272, reflecting a substantial 24.8% growth compared to the previous year (Redfin, 2023). This metric provides a more standardized measure of housing prices and further reinforces the notion that the Beaufort real estate market is experiencing significant price appreciation.



Days on Market: Homes in Beaufort are currently listed for an average of 75 days before selling, which is an increase from the 42 days observed in the previous year (Redfin, 2023). While this increase in days on market suggests a slight moderation in market intensity compared to the rapid pace seen in the past year, it is still indicative of a relatively competitive market where homes are selling within a reasonable timeframe.

The housing market data for Beaufort paints a picture of a strong seller's market, characterized by rising prices and healthy demand (Redfin, 2023). The significant year-over-year increases in both median sale prices and price per square foot demonstrate that buyers are willing to pay a premium for homes in the area, which bodes well for property owners and investors. However, the lengthening time that homes remain on the market before selling hints at a potential cooling trend compared to the rapid pace observed in the past year (Redfin, 2023). This could be a sign that the market is beginning to stabilize and that the intense competition among buyers may be moderating slightly.

Overall, the Beaufort housing market presents a dynamic and promising landscape for both buyers and sellers. The sustained buyer demand and consistent price appreciation suggest that the market is fundamentally strong and that there is continued interest in living in the area (Redfin, 2023). While market conditions still favor sellers, as evidenced by the rising prices, the increasing days on market indicate that



a more balanced market may be on the horizon (Redfin, 2023). As such, buyers may find slightly more opportunities to negotiate or find value in the coming months, while sellers can still expect to benefit from the overall strength of the market. It will be important to monitor these trends closely in the future to see how the market evolves and to make informed decisions about buying or selling property in Beaufort.

Location	Median Price	% Change from 2022 to 2023
Beaufort, SC	\$390,000.00	+12.4%
Hilton Head, SC	\$768,000.00	+10.5
Charleston, SC	\$563,500.00	+10.7%
Myrtle Beach, SC	\$325,000.00	+10.6%
Greenville, SC	\$377,500.00	-10.1%
Charlotte, NC	\$410,000.00	+1.5%

ECONOMIC IMPACT ANALYSIS

Housing is not only a basic human need, but also a significant driver of economic activity. The housing industry supports a wide range of jobs, from construction and real estate to finance and legal services. Housing also generates significant economic output, through both the direct spending on housing construction and the ripple effects that spending has throughout the economy (National Association of Home Builders, 2021).

The economic impact of housing extends beyond just the direct effects of construction and real estate. When a new home is built, for example, it generates demand for a wide range of goods and services, from building materials and appliances to legal and financial services (National Association of Home Builders, 2021). This spending then ripples through the economy, supporting jobs and businesses in other sectors.

Housing also plays a critical role in attracting and retaining businesses and workers. When housing is affordable and available, it can help businesses recruit and retain the workers they need to grow and thrive (Urban Institute, 2019). Conversely, when housing is scarce or unaffordable, it can make it difficult for businesses to find workers, hindering economic growth (Joint Center for Housing Studies of Harvard University, 2021).

Despite the clear economic benefits of housing, many communities are struggling to keep pace with demand. In Beaufort, for example, the supply of new housing has not kept up with population growth, leading to rising prices and affordability challenges (U.S. Census Bureau, 2021). To support continued economic growth, Beaufort will need to find ways to expand the supply of housing, particularly affordable housing (Grounded Solutions Network, 2018).

One promising strategy is to leverage public-private partnerships to support housing development. By working with private developers, non-profit organizations, and other partners, Beaufort can pool resources and expertise to build more housing, faster (Urban Institute, 2019). The city can also use tools like tax incentives, density bonuses, and streamlined permitting to encourage housing development (Grounded Solutions Network, 2018).

Another strategy is to focus on infill development and redevelopment of existing properties. By building on vacant or underutilized land within the city, Beaufort can expand the supply of housing without contributing to sprawl or straining infrastructure (Urban Institute, 2019). This approach can also help to revitalize neighborhoods and support local businesses.

Ultimately, the economic impact of housing underscores the importance of proactive housing policies. By working to expand the supply of affordable housing and support

the housing industry, Beaufort can create jobs, attract businesses, and support long-term economic growth (Joint Center for Housing Studies of Harvard University, 2021).

POLICY RECOMMENDATIONS

Act 57 allows local governments to allocate up to 15% of ATAX funds received towards affordable housing. With this in mind, the City of Beaufort would most likely have approximately \$100,000.00 in ATAX funds that could be applied towards these recommended housing policies in any given fiscal year. At this point, the City of Beaufort continues to partner with Beaufort and Jasper County and other surrounding municipalities in funding the Beaufort-Jasper Housing Trust (BJHT). Because the BJHT is a relatively new entity, further assessment will be needed to determine the effectiveness of the program, however housing will continue to be a regional issue, and not something that the City of Beaufort will be able to completely address on its own. Based on the findings of this Housing Impact Analysis, the City of Beaufort should consider the following policy recommendations to address housing affordability and availability:

1. **Increase the supply of affordable housing:** Beaufort should work to expand the supply of affordable housing through a range of strategies, including:
 - **Inclusionary zoning policies that require developers to set aside a portion of new units as affordable housing:** Beaufort can adopt inclusionary zoning policies that mandate or incentivize the inclusion of affordable housing units in new residential developments (Grounded Solutions Network, 2018). These policies typically require developers to set aside a certain percentage of units (e.g., 10-20%) to be rented or sold at below-market rates to income-qualified households. In return, developers may receive incentives such as density bonuses, expedited permitting, or reduced parking requirements. Inclusionary zoning can be an effective tool for creating mixed-income communities and ensuring that new development contributes to the supply of affordable housing. However, it is important to design these policies carefully to balance affordability goals with the financial feasibility of development projects.
 - **Density bonuses and other incentives for developers that build affordable housing:** Offering density bonuses and other incentives can encourage developers to include affordable housing units in their projects (Lincoln Institute of Land Policy, 2019). Density bonuses allow developers to build more units than typically permitted under zoning regulations in

exchange for providing a certain number of affordable units. Other incentives may include height or floor area ratio (FAR) bonuses, reduced setback or parking requirements, or fee waivers. These incentives can help offset the cost of providing affordable units and make it more financially viable for developers to participate in affordable housing production. Beaufort can tailor these incentives to local market conditions and development priorities, and ensure that they are coupled with long-term affordability requirements to preserve the affordable units over time.

- **Partnerships with non-profit organizations and other entities to build and preserve affordable housing:** Collaborating with non-profit organizations, community land trusts, and other mission-driven entities can be an effective strategy for developing and preserving affordable housing (Urban Institute, 2019). These partnerships can take many forms, such as:
 - Providing financial support, such as grants or low-interest loans, to non-profit developers for affordable housing projects
 - Offering technical assistance, such as help with site acquisition, permitting, or project management
 - Collaborating on joint development projects that combine public resources (e.g., land or funding) with the expertise and capacity of non-profit partners
- **Utilization of public land and resources to support affordable housing development:** Beaufort can use public land and resources to support the development of affordable housing (Grounded Solutions Network, 2018). This can include:
 - Identifying and prioritizing city-owned land that is suitable for affordable housing development
 - Offering long-term ground leases or low-cost land sales to affordable housing developers
 - Providing infrastructure improvements or other site preparation work to reduce development costs
 - Establishing a land bank or land trust to acquire and hold land for future affordable housing development

2. **Preserve existing affordable housing:** In addition to building new affordable housing, Beaufort should also work to preserve its existing stock of affordable units. This could include:

- **Rehabilitation programs to help owners maintain and improve aging properties:** Beaufort can establish or support programs that provide financial assistance, such as grants or low-interest loans, to property owners for the purpose of rehabilitating and maintaining older, affordable housing units (National Low Income Housing Coalition, 2021). These programs can help preserve the existing affordable housing stock by addressing issues like aging plumbing and electrical systems, energy inefficiency, and deferred maintenance. By investing in the rehabilitation of these properties, the city can improve living conditions for residents, extend the lifespan of affordable units, and prevent them from falling into disrepair and potentially being lost from the affordable housing inventory.
- **Tenant protections to prevent displacement and ensure long-term affordability:** Implementing tenant protection policies can help preserve affordable housing and prevent displacement of low-income residents (Grounded Solutions Network, 2018). These policies can include:
 - Rent stabilization measures that limit the amount and frequency of rent increases
 - Just cause eviction ordinances that require landlords to provide a valid reason for evicting tenants
 - Right-to-counsel programs that provide legal assistance to tenants facing eviction
 - Tenant right of first refusal policies that give tenants the option to purchase their building if the owner decides to sell
- **Acquisition of at-risk properties by non-profit organizations or public entities:** Beaufort can work with non-profit organizations or use public funds to acquire affordable housing properties that are at risk of being converted to market-rate housing or falling into disrepair (Urban Institute, 2019). These at-risk properties may include privately-owned affordable housing developments with expiring subsidies or affordability restrictions, or naturally occurring affordable housing (NOAH) that is vulnerable to rent increases and gentrification. By transferring ownership of these properties to mission-driven non-profit organizations or public entities, the city can ensure that they remain affordable and well-maintained for the long term. This strategy can be particularly effective when combined with other tools, such as low-income housing tax credits (LIHTC) or long-term affordability covenants, to secure the properties' affordability for decades to come.

- **Adaptive reuse of underutilized buildings:** Beaufort should explore opportunities to convert underutilized buildings, such as vacant commercial properties or historic structures, into affordable housing units (Urban Land Institute, 2020). This approach can help to expand the supply of affordable housing while also preserving the city's built heritage and reducing the environmental impacts of new construction (National Trust for Historic Preservation, 2023). To support adaptive reuse projects, the city could offer incentives such as tax abatements, expedited permitting, or technical assistance to developers (Urban Institute, 2019). Additionally, partnerships with non-profit organizations and community development corporations could help to identify suitable properties and secure funding for adaptive reuse projects (Lincoln Institute of Land Policy, 2019).
3. **Expand housing options:** To meet the diverse needs of its residents, Beaufort should work to expand the range of housing options available. This could include:
- Allowing accessory dwelling units (ADUs) and other small-scale infill development (Lincoln Institute of Land Policy, 2019)
 - Encouraging mixed-use development that combines housing with retail, office, and other uses (Urban Institute, 2019)
 - Supporting the development of a range of housing types, from single-family homes to apartments and townhomes (Joint Center for Housing Studies of Harvard University, 2021)
4. **Leverage partnerships and resources:** Addressing housing affordability and availability will require collaboration and partnership across the public, private, and non-profit sectors. Beaufort should actively seek out partnerships and leverage all available resources to support housing goals. This could include:
- Partnering with major employers to develop workforce housing (Urban Institute, 2019)
 - Working with local colleges and universities to address student housing needs (Grounded Solutions Network, 2018)
 - Leveraging state and federal funding programs to support housing development and preservation (National Low Income Housing Coalition, 2021)
 - Collaborating with neighboring jurisdictions to address regional housing needs (Joint Center for Housing Studies of Harvard University, 2021)

By pursuing these policy recommendations, Beaufort can take meaningful steps towards ensuring that all residents have access to safe, affordable, and quality housing. While there is no one-size-fits-all solution to the housing challenges facing Beaufort and communities across the country, a comprehensive and proactive approach that leverages partnerships and resources can help to create a more equitable and sustainable housing market for all.

CONCLUSION

The Housing Impact Analysis for the City of Beaufort has highlighted the significant challenges and opportunities facing the community when it comes to housing affordability and availability. The analysis has shown that Beaufort's population growth, demographic shifts, and economic trends are putting pressure on the housing market, making it increasingly difficult for many residents to find suitable and affordable housing.

However, the analysis has also identified a range of strategies and policy recommendations that can help to address these challenges. By increasing the supply of affordable housing, preserving existing affordable units, expanding housing options, and leveraging partnerships and resources, Beaufort can work towards a future where all residents have access to safe, affordable, and quality housing.

Implementing these strategies will require a sustained commitment from the City of Beaufort, as well as collaboration and partnership with a wide range of stakeholders. This includes developers, non-profit organizations, major employers, educational institutions, and neighboring jurisdictions. By working together and leveraging all available resources, Beaufort can create a more equitable and sustainable housing market that supports the needs of all residents.

It is important to note that addressing housing affordability and availability is not a one-time effort, but rather an ongoing process that requires continuous monitoring, evaluation, and adjustment. The City of Beaufort should regularly assess the impact of its housing policies and programs, and make changes as needed to ensure that they are meeting the evolving needs of the community.

Ultimately, the Housing Impact Analysis underscores the critical role that housing plays in the overall health and vitality of a community. By prioritizing housing affordability and availability, Beaufort can create a stronger, more resilient, and more equitable community for all residents. The recommendations and strategies outlined in this report provide a roadmap for achieving this vision, and the City of Beaufort is well-positioned to lead the way in creating a more sustainable and inclusive housing market for generations to come.

APPENDICES

APPENDIX A: METHODOLOGY

The Housing Impact Analysis for the City of Beaufort was conducted using a variety of data sources and analytical methods. The primary data sources used in the analysis include:

- U.S. Census Bureau, American Community Survey (ACS) 5-Year Estimates
- U.S. Department of Housing and Urban Development (HUD), Comprehensive Housing Affordability Strategy (CHAS) data
- City of Beaufort Comprehensive Plan
- County of Beaufort, Assessor's Office data
- South Carolina Association of Realtors, housing market data
- National Association of Builders, market costs data
- Redfin, housing market data

The analysis included both quantitative and qualitative methods, including:

- Descriptive statistics and trend analysis of demographic, housing, and economic data
- Geographic Information Systems (GIS) mapping and spatial analysis
- Economic impact modeling
- Stakeholder interviews and focus groups
- Policy analysis and best practices research

The methodology was designed to provide a comprehensive and data-driven assessment of housing affordability and availability in Beaufort, and to identify actionable strategies and recommendations for addressing the city's housing needs.

APPENDIX B: GLOSSARY OF TERMS

- **Affordable Housing:** Housing that costs no more than 30% of a household's gross income, including utilities.
- **Area Median Income (AMI):** The median household income for a given geographic area, as determined by HUD.
- **Cost Burden:** When a household spends more than 30% of its gross income on housing costs, including utilities.
- **Housing Stock:** The total number of housing units in a given geographic area, including both occupied and vacant units.
- **Low-Income Household:** A household earning less than 80% of AMI.
- **Market-Rate Housing:** Housing that is available on the open market, without any subsidies or restrictions on price or occupancy.
- **Moderate-Income Household:** A household earning between 80% and 120% of AMI.
- **Subsidized Housing:** Housing that receives government subsidies to make it more affordable to low- and moderate-income households.
- **Workforce Housing:** Housing that is affordable to workers in essential occupations, such as teachers, healthcare workers, and first responders.

APPENDIX C: REFERENCES

1. City of Beaufort. 2021 Comprehensive Plan.
2. County of Beaufort. (2021-2023). Assessor's Office data.
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CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: JJ Sauve
AGENDA ITEM TITLE: An Ordinance to amend the Code of Ordinances for the City of Beaufort, South Carolina, Chapter 12, Sec. 7-12006, Permitted Uses of Fees- First Reading
MEETING DATE: 8/27/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

During completion of the June 2024 Housing Impact Analysis and regular review of City Ordinances, it was determined that City Code Sec. 7-12006 needed to be updated to reflect the most recent legislative changes to Chapter 6 of the S.C. Code of Laws Annotated. In an effort to better align City Ordinances with S.C. Code, the proposed language states:

Sec. 7-12006. Permitted uses of fees.

The city council of the City of Beaufort, South Carolina is hereby authorized to utilize the funds collected from the imposition of the local accommodations fee in accordance with South Carolina Code of Laws Unannotated Section 6-1-530 as may be amended from time to time.

A redline document reflecting these changes is also attached for review.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance Amending Sec 7-12006	Backup Material	8/19/2024
Redline Sec. 7-12006	Backup Material	8/19/2024

ORDINANCE 2024/17

An Ordinance to Amend the Code of the City of Beaufort, Chapter 12, Sec. 7-12006, Permitted Uses of Fees.

WHEREAS, the City of Beaufort, South Carolina (hereinafter “City”) is currently assessing and updating its ordinances; and

WHEREAS, the State of South Carolina amended S.C. Code of Laws Unannotated Section 6-1-530 in 2023; and

WHEREAS, the City wishes to amend its City Code Section. 7-12006- Permitted Uses of Fees to reflect the 2023 legislative changes to S.C. Code of Laws Unannotated Section 6-1-530;

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE CITY COUNCIL, in accordance with the foregoing, that the City Code of the City of Beaufort, South Carolina, is hereby amended in Sec. 7-12006, which section shall read as follows:

Sec. 7-12006. Permitted uses of fees.

The city council of the City of Beaufort, South Carolina is hereby authorized to utilize the funds collected from the imposition of the local accommodations fee in accordance with South Carolina Code of Laws Unannotated Section 6-1-530 as may be amended from time to time.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2024.

Philip Cromer, Mayor
City of Beaufort, South Carolina

Traci Guldner
City Clerk, City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney on August 19, 2024

Sec. 7-12006. Permitted uses of fees.

The city council of the City of Beaufort, South Carolina is hereby authorized to utilize the funds collected from the imposition of the local accommodations fee in accordance with South Carolina Code of Laws Unannotated Section 6-1-530 as may be amended from time to time for the following purposes:

- (1) ~~Nourishment, renourishment, and maintenance of the public parks and waterfront access areas; provision of police, fire, emergency medical, and sanitation services; the planting of grass or other vegetation useful in preserving parks and recreational areas within the territorial limits of the City of Beaufort, South Carolina.~~
- (2) ~~Acquisition and maintenance of public waterfront access.~~
- (3) ~~Capital improvements to the public parks and open space related facilities which include but are not limited to public parks, public parking, public access, and public restrooms.~~
- (4) ~~Transportation improvements including construction and resurfacing of streets, storm water drainage, sidewalks, bikeways, landscaping, and all associated costs including right-of-way acquisition and engineering design.~~
- (5) ~~The acquisition of land and the construction of passive and active parks and facilities associated with parks including playground equipment, sports facilities, and community recreation buildings.~~
- (6) ~~Acquisition of property and the construction of facilities required for the provision of police and fire service; the acquisition of capital equipment for the provision of public, fire and other public safety services.~~
- (7) ~~The payment of bonded indebtedness required to provide the above referenced uses.~~

~~(Ord. No. O-21-94, 11-8-94)~~



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM:
AGENDA ITEM An Ordinance to amend the Code of Ordinances for the City of Beaufort, South
TITLE: Carolina, Chapter 12, Sec. 7-13006, Permitted Uses of Fees- First Reading
MEETING
DATE: 8/27/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

During completion of the June 2024 Housing Impact Analysis and regular review of City Ordinances, it was determined that City Code Sec. 7-13006 needed to be updated to reflect the most recent legislative changes to Chapter 6 of the S.C. Code of Laws Annotated. In an effort to better align City Ordinances with S.C. Code, the proposed language states:

Sec. 7-13006. Permitted uses of funds.

The City shall use the funds collected from the hospitality fees imposed hereunder for the purposes authorized under S.C. Code Ann. Section 6-1-730, as may be amended from time to time.

A redline document reflecting these changes is also attached for review.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	8/21/2024
Redline Sec. 7-13006	Backup Material	8/19/2024

ORDINANCE 2024/18

**An Ordinance to Amend the Code of the City of Beaufort, Chapter 12, Sec. 7-13006,
Permitted Uses of Fees.**

WHEREAS, the City of Beaufort, South Carolina (hereinafter “City”) is currently assessing and updating its ordinances; and

WHEREAS, the State of South Carolina amended S.C. Code of Laws Unannotated Section 6-1-730 in 2020; and

WHEREAS, the City wishes to amend its City Code Section. 7-13006- Permitted Uses of Fees to reflect the 2020 legislative changes to S.C. Code of Laws Unannotated Section 6-1-530;

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE CITY COUNCIL, in accordance with the foregoing, that the City Code of the City of Beaufort, South Carolina, is hereby amended in Sec. 7-13006, which section shall read as follows:

Sec. 7-13006. Permitted uses of funds.

The City shall use the funds collected from the hospitality fees imposed hereunder for the purposes authorized under S.C. Code Ann. Section 6-1-730, as may be amended from time to time.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2024.

Philip E. Cromer, Mayor
City of Beaufort, South Carolina

Traci Guldner
City Clerk, City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney on August 19, 2024

Sec. 7-13006. Permitted uses of funds.

~~The City shall use the funds collected from the hospitality fees imposed hereunder for the purposes authorized under S.C. Code Ann. Section 6-1-730, as may be amended from time to time. The city council of the City of Beaufort, South Carolina is hereby authorized to utilize the funds collected from the imposition of the hospitality fee for the following purposes:~~

- ~~(1) Nourishment, renourishment, and maintenance of the public parks and waterfront access areas; provision of police, fire, emergency medical, and sanitation services; the planting of grass or other vegetation useful in preserving parks and recreational areas within the territorial limits of the City of Beaufort, South Carolina.~~
- ~~(2) Acquisition and maintenance of public waterfront access.~~
- ~~(3) Capital improvements to the public parks and open space related facilities which include but are not limited to public parks, public parking, public access, and public restrooms.~~
- ~~(4) Transportation improvements including construction and resurfacing of streets, storm water drainage, sidewalks, bikeways, landscaping, and all associated costs including right of way acquisition and engineering design.~~
- ~~(5) The acquisition of land and the construction of passive and active parks and facilities associated with parks including playground equipment, sports facilities, and community recreation buildings.~~
- ~~(6) Acquisition of property and the construction of facilities required for the provision of police and fire service; the acquisition of capital equipment for the provision of public, fire and other public safety services.~~
- ~~(7) The payment of bonded indebtedness required to provide the above referenced uses.~~

~~(Ord. No. O-20-94, 11-8-94)~~



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/21/2024
FROM: Ben Coppage, City Attorney
AGENDA ITEM TITLE: A nunc pro tunc ordinance ratifying the leasing of real property owned by the City of Beaufort, South Carolina and known as Beaufort's Downtown Marina to SHM Beaufort, LLC - First Reading
MEETING DATE: 8/27/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

In a special regular session of City Council on May 7, 2019, Council rendered a unanimous vote to authorize the City Manager to enter into a lease agreement with Safe Harbor for the lease of the Downton Marina. Subsequently, the lease agreement was entered into with Safe Harbor on June 25, 2019. However, the S.C. Code of Laws § 5-7-40 requires that such a lease be approved via ordinance.

The attached *nunc pro tunc* ordinance is presented for Council's consideration to properly ratify its May 7, 2019 decision to approve the lease agreement with Safe Harbor.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval of the ordinance as presented.

ATTACHMENTS:

Description	Type	Upload Date
Ordinance with Exhibits	Backup Material	8/21/2024

ORDINANCE 2024/

A *NUNC PRO TUNC* ORDINANCE RATIFYING THE LEASING OF REAL PROPERTY OWNED BY THE CITY OF BEAUFORT, SOUTH CAROLINA AND KNOWN AS BEAUFORT’S DOWNTOWN MARINA TO SHM BEAUFORT, LLC.

WHEREAS, the City of Beaufort, South Carolina (hereinafter “City”) owns Real Property containing 3.3 acres, more or less, generally known as Beaufort’s Downtown Marina, which is described in Exhibit A, hereto (hereinafter “Property”);

WHEREAS, in a special regular session on May 7, 2019, the City Council of the City of Beaufort, by unanimous vote, authorized the City Manager to enter into a Lease Agreement (hereinafter “Lease Agreement” and incorporated as Exhibit B, hereto) with SMH Beaufort, LLC for lease of Property; and

WHEREAS, on June 25, 2019, the City entered into Lease Agreement with SHM Beaufort, LLC for the lease of the Property; and

WHEREAS, S.C. Code Ann. § 5-7-40 provides that any lease of real property owned by a municipality must be effected by ordinance; and

WHEREAS, at the time the Lease Agreement was executed, no ordinance was made effecting the lease of the Property to SHM Beaufort, LLC; and

WHEREAS, City Council believes it is in the best interest of the City, and its citizens, to effect the lease of the Property to SHM Beaufort, LLC pursuant to the terms and provisions of the Lease Agreement.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED THAT THE CITY COUNCIL OF THE CITY OF BEAUFORT, SOUTH CAROLINA hereby ratifies the lease of the Property, *nunc pro tunc*, to SHM Beaufort, LLC, subject to the terms and provisions of the Lease Agreement.

DONE, RATIFIED AND ENACTED this _____ day of _____, 2024.

Philip E. Cromer, Mayor
City of Beaufort, South Carolina

Traci Guldner, City Clerk
City of Beaufort, South Carolina

EXHIBIT A

EXHIBIT A

DESCRIPTION OF THE PROPERTY

ALL that certain piece, parcel, or tract of land, situate, lying and being in the City of Beaufort, Beaufort County, South Carolina, containing 3.3 acres, more less, being more particularly shown as the heptagonal parcel labeled “City of Beaufort” and the quadrilateral parcel abutting and immediately to the south of the aforementioned parcel labeled “Boat Ramp” on that certain survey entitled “Plat Showing Property Owners in Waterfront Development Area” prepared by John A. Simmons, R.L.S., dated February 7, 1974, recorded in in the Office of the Register of Deeds for Beaufort County, South Carolina in Large Plat Book 24 at page 67. Also included as a part of the Property are the municipally owned docks associated with the property described above, the mooring field situated in the Beaufort River to the southeast of the Property, and the improvements to and personal property located on the Property to include the marina store, boater restrooms, laundry facilities, pump-out boat, and pump-out station.

LEASE AGREEMENT

between

The City of Beaufort, South Carolina, a municipal corporation, and
SHM Beaufort LLC, a Delaware limited liability company

THIS LEASE AGREEMENT ("Lease") made and entered into this 25th day of June 2019, by and between the City of Beaufort, South Carolina, municipal corporation ("City") whose post office address is 1911 Boundary Street, Beaufort, South Carolina 29902, and SHM Beaufort LLC, a Delaware limited liability company qualified to transact business in South Carolina, whose address is 14785 Preston Rd #975, Dallas, TX 75254, ("Lessee") (collectively "Parties").

WITNESSETH:

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and the promises and covenants contained herein, including the exhibits, the Parties agree as follows:

1. **PREMISES.** The City hereby leases to Lessee and Lessee leases from City the property which shall include the municipally owned docks, including the dock commonly identified as the "Dinghy Dock", the mooring field, the Marina store, boater restrooms and laundry facilities, pump-out boat, and the pump-out station as illustrated in Exhibit A and legally described in Exhibit B ("Premises"; also being referred to herein as the "Marina"), which are attached hereto and made a part by reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

The City represents and warrants to Lessee that: (i) The City has full right and lawful authority to enter into and perform the City's obligations under this Lease for the Term of this Lease; (ii) the City has good and marketable fee simple title to the Premises; (iii) the City has not suffered, incurred or entered into any contracts, leases, tenancies, agreements, restrictions, violations, encumbrances or defects in title of any nature whatsoever which materially adversely affect the City's right, title and interest in the Premises or the fulfillment of its obligations under this Lease; (iv) Lessee's rights under this Lease shall not be subject or subordinate to any mortgage, lien, or other security interest except for such subordination as may be accomplished in accordance Lessee's approval; and (v) if Lessee fully discharges the obligations herein set forth to be performed by Lessee, Lessee shall have and enjoy, during the Term of this Lease, the quiet and undisturbed possession of the Leased Premises together with the right to use the Common Facilities, if any, as in this Lease contemplated, free from interference by the City or any party claiming by, the City or any party claiming by, through or under the City.

The City and Lessee acknowledge that located within the Premises is that certain dock identified at Exhibit A-1 which is available to boaters as a courtesy dock where boaters dock their vessel for short periods of time when visiting businesses in downtown Beaufort (the "Day Dock"). Although the Day Dock is located within the Premises, the City shall be solely responsible for managing and supervising

the use and operation of the Day Dock. Operation of the Day Dock is currently subject to requirements and restrictions set forth in those BIG Subrecipient Agreements attached hereto as Exhibit C (the "Grant Standards"). At such time the Day Dock is no longer subject to be operated in accordance with the Grant Standards, Lessee shall automatically be granted the right to manage and supervise the use and operation of the Day Dock and shall thereafter manage and supervise the Day Dock until the expiration or earlier termination of this Lease.

2. USE OF PREMISES; LICENSES; USER FEE SCHEDULE.

A. Lessee shall use and occupy the Premises for the primary purposes of operating a marina for public use and ancillary functions normally associated with the operation of a marina and for no other use or purpose ("Intended Use"); Lessee shall use and occupy the Premises in accordance with the requirements set forth in the Grant Standards.

B. All areas of the Premises, including but not limited to boat slips and moorings, shall not be occupied by third parties unless there is a signed license agreement.

C. Lessee shall use best efforts to maximize income from the Premises. Lessee shall have the exclusive right to any revenue generated from any use of the Premises, including any special events occurring on the Premises or uses of the Premises initiated by the City.

3. AGREEMENTS FOR USE OF MARINA FACILITIES. All agreements for use of Marina facilities shall be in the form of a License or use agreement ("License(s)") and shall comply with the following:

A. Except in regard to Commercial Licenses (as defined herein), Licenses shall be for a period of no longer than twelve consecutive (12) months and shall not contain any provisions that would allow for the automatic renewal, roll-over, or extension of the term of the License. Lessee shall not collect rent for more than the License period.

B. The City shall have no liability to any licensee or user for any user fees or rights extended to any licensee or user of the Premises (the "Licensee") beyond the date of termination of this Lease. Lessee shall inform any person paying in advance of the provisions of this section in writing.

1) All Licenses shall contain a provision:

- (a) disclosing the City as owner of the Premises;
- (b) providing that in the event this Lease is terminated for any reason that the licensee shall attorn to and make payments to the City in accordance with the then current fee schedule, with no credit for pre-paid user fees or monies to Lessee;
- (c) providing that the License does not transfer any real property interest to the Licensee;
- (d) providing that said License is not transferable;

- (e) providing a 150-day termination clause by Lessee; and
- (f) providing that said License is between Lessee and Licensee only and all disputes must be resolved between Lessee and Licensee.

2) Upon request by the City, Lessee shall provide a report to the City on the Commencement Date containing a complete listing of all Licensees on the Premises and any parties on waiting lists, including, but not limited to, identifying whether the party is a permanent resident of the City of Beaufort.

3) On the twentieth (20th) day of each month thereafter (or on the first business day thereafter if the twentieth (20th) day is not a business day), Lessee shall provide the City with a monthly report of all activities, including revenues received.

4) All slips shall be made available to all interested and financially capable parties on a first come, first served basis.

C. Any prepaid rents and deposits shall be prorated as of the expiration or earlier termination of this Lease.

D. Licenses shall not be tied to or conditioned upon the purchase, ownership or occupancy of any condominium or other property.

E. Lessee shall have the right to enter into leases, licenses or use agreements for terms that are longer than twelve (12) months with third party commercial entities whose business operations reasonably require longer term leases, licenses, or use agreements (i.e. tour boat operators; boat rental companies; etc.) (the "Commercial Leases") without consent of the City.

4. EFFECTIVE DATE. The effective date of this Lease shall be when the last one of the Parties has signed this Lease ("Effective Date").

5. TERM; COMMENCEMENT DATE; EXPIRATION DATE. The term of this Lease ("Term") shall be for ten (10) years, commencing on the 1st day of July 2019 ("Commencement Date") and ending at midnight on the 30th day of June 2029 ("Expiration Date") unless earlier terminated in accordance with this Lease.

The Term will be separated into three Phases:

- A. Phase 1 – Three (3) year planning and development phase beginning July 1, 2019 and ending June 30, 2022. For clarity, to the extent that Lessee receives all required approvals to commence any development projects at the Premises during Phase 1, Lessee shall have the right to commence any such development work during Phase 1, without effect on the length of the term of Phase 1 or Phase 2.

Lessee takes over full responsibility of the management, maintenance, and operations of the Marina and will coordinate a transition plan with the current Marina operator that ensures an orderly transfer of management.

- B. Phase 2 – Seven (7) year operational and expansion phase beginning July 1, 2022 and ending June 30, 2029.

All investment for anything that is considered in the water will be fully funded by Lessee and all maintenance of docks shall be the responsibility of Lessee. The City will assist with grant applications and will waive any City permitting fees. The City, at its sole cost and expense, except as set forth in Paragraph 12 herein, will maintain and repair/replace in good operating condition (i) the exterior, roof, structural components, operating systems, heating and air conditioning systems, and utilities of all “Upland Buildings”, which shall include (a) the building in which the Marina Store and Marina office are located (the “Marina Store Building”) and (b) the building in which the member restroom facility, member laundry facility, and public restroom facility are located (the “Facilities Building”); (ii) the underground fuel tanks and systems (the “Fuel Tanks and Systems”); and (iii) any parking facilities, boat ramp, bulkhead, seawall, and any related pedestrian walkways located on such bulkhead and seawall. For clarity, the City will be fully responsible to maintain the Fuel Tanks and Systems in good operating condition and will be responsible for the replacement of same due to wear and tear or growth and replacement needs and shall be solely liable for any environmental conditions arising from the maintenance or replacement of the Fuel Tanks and Systems. Subject to the City’s obligations set forth herein, Lessee shall maintain the interiors of the Marina Store Building and Facilities Building in good operating condition at Lessee’s sole cost and expense.

- C. Phase 3 – Provided Lessee is not in default under this Lease beyond any applicable cure or grace period, and provided Lessee has expended requisite funds in capital expenditures at the Premises, as more specifically set forth herein, Lessee shall have the right to extend the Term of this Lease for three (3) successive periods of ten (10) years each (the “Option Periods”) from the date upon which the Term would otherwise expire upon the same terms and conditions as those herein specified. In order to exercise Lessee’s options to extend the Term, Lessee shall provide the City reasonable evidence of Lessee’s expenditure of funds for capital expenditures at the Premises (“Capital Expenditure Satisfaction”) as follows: (i) prior to exercising Lessee’s first renewal right to extend the term for the first Option Period of ten (10) years, Lessee shall have expended at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in the aggregate for capital expenditures at the Premises at any time during the first ten (10) years of the Lease term; (ii) prior to exercising Lessee’s second renewal right to extend the term for a second Option Period of ten (10) years, Lessee shall have expended at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in the

aggregate for capital expenditures at the Premises at any time during the first Option Period of ten (10) years; and (iii) prior to exercising Lessee's third renewal right to extend the term for a third Option Period of ten (10) years, Lessee shall have expended at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in the aggregate for capital expenditures at the Premises at any time during the second Option Period of ten (10) years.

If Lessee elects to exercise its option for any Option Period, it shall do so by giving the City written notice of such election and evidence of the Capital Expenditure Satisfaction at least six (6) months before the beginning of the Option Period for which the Term of this Lease is to be extended by the exercise of such option. If Lessee gives such notice and evidence of Capital Expenditure Satisfaction, the Term of this Lease shall be automatically extended for the Option Period covered by the option so exercised without execution of an extension or renewal lease. Failure to extend the Lease for any Option Period shall constitute waiver of any subsequent Option Periods.

It is the intention of the City and Lessee to avoid forfeiture of Lessee's right to extend the term of this Lease under any of the extension options set forth in Paragraph 5(c) through failure to give notice of exercise thereof within the time prescribed. Accordingly, if Lessee shall fail to give notice of exercise of any such option within the time prescribed in Paragraph 5(c), then the time to give such notice shall be deemed extended for an additional period commencing on the last day on which such notice by Lessee may be timely given pursuant to Paragraph 5(c) and ending 30 days after the date the City gives Lessee notice of Lessee's failure to exercise such option within the time prescribed. If Lessee exercises any such option after the date prescribed in Paragraph 5(c), but within the extended time permitted above, the extended term to which such option relates shall commence, or shall be deemed to have commenced, at the time it would have commenced if such notice had been given within the time prescribed in Paragraph 5(c) above. The foregoing provisions of this Paragraph 5 shall be inoperative, and the time period for Lessee's exercise of each of its options to renew hereunder shall expire as of that date which is six (6) months prior to the expiration of the then-current term of this Lease if the City shall give Lessee notice of Lessee's right to renew this Lease not earlier than 12 months, and not later than seven (7) months, prior to the expiration of the then-current term of this Lease.

At such time that Lessee has exercised all of its rights to extend the Lease and has no further Option Periods available, if Lessee is not then in default under this Lease beyond any applicable cure or grace period, upon request of Lessee, the City shall negotiate in good faith with Lessee in regard to potential extensions and renewal of the Term beyond the Option Periods.

6. RENT. Lessee shall pay to the City the following (collectively, "Rent"):

A. Percentage Rent. Lessee shall pay to the City as rent a sum equivalent to fifteen percent (15%) of the gross dockage rental revenue per month derived from the operation of the Premises during the Term ("Percentage Rent").

B. Additional Rent. Any fees or other charges payable hereunder shall be paid to City as additional rent ("Additional Rent"). During the entirety of the term of the Lease, Lessee shall pay to the City as Additional Rent (i) Twenty Cents (\$00.20) per each gallon of fuel sales at the Marina; and seven and one-half percent (7.5%) of the Gross Profits of retail sales at the Marina Store (excluding fuel sales). "Gross Profits" shall mean total revenue from retail sales less only the actual acquisition cost to Lessee of retail products and shall not include any reduction in profit calculation resulting from any additional costs or expenses incurred by Lessee, such as operating or labor expenses.

C. Timely Payment. All payments of Rent shall be made monthly by Lessee to the City before the twentieth (20th) day of each month in regard to revenue received during the preceding calendar month. Any other payments due from Lessee to the City under the terms of this Lease shall be paid promptly when due to the City. Any payments of Rent made and accepted after the twentieth (20th) day of the month in which it is due shall be considered delinquent and shall include a late fee equal to five percent (5%) of the delinquent amount ("Late Fee"). All delinquent amounts shall be subject to interest charges as set forth in this Lease.

D. Payment of Rent. All payment of Rent shall be made without notice, demand, set off or counter claim and shall be paid by check in U.S. Funds to the following address:

City of Beaufort
Office of the City Manager
1911 Boundary Street
Beaufort, SC 29902

E. City Audit. City shall have the right to audit the books and records of Lessee relating to Rent and other performance requirements of this Lease, and Lessee, on request of City, shall make all such books and records available for examination at the Premises. If City should have an audit made for any year and the Rent shall be found to be understated by more than ten percent (10%) or contains any willful inaccuracies, then, in addition to immediately paying City the full amount of the understated Rent, Lessee shall pay to City the cost of the audit. City shall have the right to terminate this Lease thirty (30) days after notice to Lessee if there should be more than three (3) audits during the Term which reveal understatements of Rent by Lessee of more than ten percent (10%) each.

7. COMMENCEMENT OF RENT. Lessee's obligation to pay Rent shall commence on the Commencement Date.

8. INTEREST ON DELINQUENT AMOUNTS. Interest at the rate of one- and one-half percent (1.5%) per month of the unpaid balance shall be charged on all delinquent amounts due the City. In no event, however, shall the amount of interest due or payments in the nature of interest payable hereunder

exceed the maximum contract rate of interest allowed by applicable law, as amended from time to time. In the event any such payment of overcharged interest is paid by the undersigned or received by the City, then upon discovery of such overcharge, the City shall immediately notify Lessee of such overcharge and shall apply such overcharge to Rent due hereunder.

9. UTILITIES. Lessee shall pay all costs (including but not limited to installation, meters, deposits, and usage) for utilities, including but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television/communication, sewerage, garbage and trash collection, reclaimed water if any, associated with its use of the Premises.

10. FEES AND TAXES. Lessee shall pay all fees and taxes, if any, levied on the Premises or its use, and its improvements and deliver to the City the appropriate receipts which demonstrate payment thereof. It is understood that this shall include, but not be limited to, real and tangible property tax, sales tax, income tax and storm water fees.

11. CONDITION OF PREMISES. The City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use. The City and its respective agents and employees shall not be responsible or liable at any time for (a) any defects, latent or otherwise, in the Premises, or (b) for any loss of life, or injury or damage to any person or to any property or business of Lessee or those claiming by, through or under Lessee, caused by, or resulting from, the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from, acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any improvements to the Premises.

12. CITY'S MAINTENANCE AND DUTIES. The City shall not be responsible for any maintenance obligations for the Premises except for the upland portion of the Marina as outlined in this Agreement. The City shall cooperate with Lessee in the performance of its duties under this agreement and to that end, the City Manager and the Director of Downtown Operations will work closely with Lessee management to develop plans and working relationships to enable both parties to carry out its management of the Marina and the growth of the City's Downtown. Notwithstanding the foregoing, the City will maintain in good condition and repair (i) the exterior, roof, structural components, operating systems, heating and air conditioning systems, and utilities of all "Upland Buildings", which shall include, the Marina Store Building and the Facilities Building; (ii) the Fuel Tanks and Systems; and (iii) any parking facilities, boat ramp, bulkhead, seawall, and any related pedestrian walkways located on such bulkhead and seawall, at the City's sole cost and expense. For clarity, the City will be fully responsible to maintain the fuel tanks and lines in good operating condition and will be responsible for the replacement of same due to wear and tear or growth and replacement needs. Notwithstanding the foregoing, the Lessee shall reimburse the City as Additional Rent the out-of-pocket costs incurred by the City to complete a repair to the Upland Buildings, such amount not to exceed ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per repair event.

13. **LESSEE'S MAINTENANCE AND DUTIES.** Except in regard to the maintenance obligations that are specifically the obligation of the City, Lessee shall maintain the Premises and all improvements thereto at all times, including maintenance of the interior of the Upland Buildings. In the event Lessee fails to make necessary repairs, the City may, after written notice to Lessee, enter the Premises or permit entry by a contractor, to perform the repairs and bill Lessee for the actual costs thereof. Such bill shall be paid to the City as Additional Rent. Lessee shall assure that the Premises are maintained so as to meet all requirements of any city, county, state and federal laws and regulations applicable to the Premises. Lessee may elect, but is not required, to undertake maintenance and repairs to the Premises that are otherwise the City's responsibility as set forth in Paragraph 12, if:

(i) Such repair or maintenance event shall cost less than ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00);

(ii) Immediate or timely repair or maintenance is required to remedy an emergency or safety situation where damage to property or people may occur without undertaking such repair or maintenance; and

(iii) The City fails to timely respond or is unable to timely respond to need for repair or maintenance (such as repairs needed on a weekend).

If Lessee undertakes such repairs or maintenance on behalf of the City, the City shall reimburse Tenant for Tenant's out of pocket expenses in excess of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) incurred in completing such repair or maintenance event. The City shall reimburse Lessee such expenses within thirty (30) days following delivery to the City of reasonable evidence of the out of pocket expenses incurred by Lessee; if the City fails to reimburse Lessee within such thirty (30) day period, Lessee may offset such amounts against the next due Rent or Additional Rent to be paid to the City.

In order to ensure quality customer service is being delivered by Lessee, Lessee shall hold regular meetings, at least annually, with Licensees in order build communication between Licensees and Lessee's staff, build strong Marina community commitments, and develop understanding of Licensee's desires for the Marina.

The City and Lessee recognize that the economic health and vitality of the marina is driven by satisfactory customer service. Upon the City determining that a lack of customer service that has been noted and is considered serious by both parties is continuing, the City shall provide written notice of such failure to provide satisfactory customer service to Lessee. Failure by Lessee to cure such lack of satisfactory customer service within such cure periods as provided in this Lease may result in the delay of granting additional terms and/or assignment request until cured.

This provision is cumulative and concurrent with all other rights and remedies of the City and Lessee.

14. RETURN OF THE PREMISES. At the end of the Term or upon earlier termination of this Lease:

A. Premises. Lessee shall give and deliver the Premises to the City in as good condition as the Commencement Date, reasonable wear and tear and damage from insured casualties excepted.

B. Personal Property. Lessee, at its sole expense, shall remove from the Premises all signs, trade fixtures, furnishings, personal property, equipment and materials ("Property") which Lessee was permitted to install or maintain under the rights granted herein. Any damage to the Premises caused by such removal must be repaired by Lessee at Lessee's expense so that the Premises may be delivered in compliance with this Lease. If any of the Property is not removed within thirty (30) days, the City may, at its option, deem the Property abandoned and take possession of it or City may effect such removal and/or restoration at Lessee's expense, and Lessee shall pay City such expense promptly upon receipt of an invoice therefor.

C. Holding Over. Any holding over after the last day of any extension of the term hereof, or after the last day of the Term hereof if this Lease is not extended, shall be construed to be a monthly tenancy, on the terms herein set forth, terminable by either party on not less than 60 days' notice, with the exception that Percentage Rent shall be increased to 20% of the gross dockage rental revenue per month derived from the operation of the Premises and Additional Rent shall be increased to include \$00.10 per gallon on all fuel sales at the Premises and ten percent (10%) of all retail sales and other business activities at the Marina store. Lessee shall have sixty (60) days after such notice of termination by either party within which to remove Lessee's Property, and any of Lessee's Property not so removed shall be deemed abandoned.

15. PROHIBITED USE. The Premises shall not be used for the manufacture or storage of flammable, explosive or hazardous materials, nor shall any occupation or other use be allowed which, in the sole discretion of the City, is deemed hazardous to persons or to the Premises or which will increase the City's liability or cost of insurance.

16. ENVIRONMENTAL COMPLIANCE. The City warrants and represents to Lessee that to the City's knowledge: no release leak, discharge, spill, storage, disposal or emission of Hazardous Material (hereinafter defined) has occurred in, on or under the Premises, and that the Premises are free of Hazardous Materials as of the date hereof, there has not been any notice of intent to sue, notice of violation, citation, warning or similar notification under any federal, state or local Environmental Law regarding the Premises or arising out of operations on the Premises, and there is no investigation or inquiry by any governmental authority concerning the Premises or the operations thereon.

A. Definitions. For purposes of this Lease, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:

1) **"Environment"** shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.

2) **"Environmental Condition"** shall mean any condition of the environment with respect to the Premises that results from Lessee's possession, use, occupation, construction and/or improvement to or operation of Lessee's business on the Premises.

3) **"Environmental Law"** shall mean the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended ("**RCRA**"); the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended (original act known as "**CERCLA**" or "Superfund", the amendments are known as "**SARA**"); the HSWA amendments to RCRA regulating Underground Storage Tanks ("**UST's**"), 42 U.S.C. Sections 6991-6991(1), as amended; the Clean Air Act of 1963 42 U.S.C. Sections 7401, et seq., as amended (Clean Air Act); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Sections 1251, et seq., as amended (Clean Water Act); the Toxic Substances Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended ("**TSCA**"); the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as amended ("**HMTA**"); and any other present or future federal, state, or local law, regulation, rule or ordinance implementing or otherwise dealing with the subject matter of the preceding federal and state statutes.

4) **"Hazardous Material"** shall mean without limitation (i) those substances included within the definitions of "Hazardous Substances", "Hazardous Materials", "Toxic Substance", or "Solid Waste" in any Environmental Law; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iii) any materials, waste, or substance which is (A) petroleum, petroleum by-products, residuals and petroleum degradation by-products; (B) asbestos; (C) polychlorinated biphenyl's; (D) flammable explosives; or (E) radioactive materials; and (iv) such other substances, materials, and wastes which are or become regulated or controlled under any environmental law.

5) **"Release"** shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. **Prohibited Storage.** Lessee shall not cause or permit any Hazardous Material to be used, stored, or generated on the Premises, except for materials of types and quantities relevant to its business and customarily used or found in its business. Lessee shall use and store materials in conformity with all federal, state and local laws and ordinances of the City, the National Fire Protection Association ("**NFPA**") Code, local fire codes and regulations as they may be amended from time to time.

C. Prohibited Release. Lessee shall not cause or permit the Release of any Hazardous Materials, contaminant, or pollutant in, on, or under the Premises or into any ditch, conduit, stream, storm sewer, or sanitary sewer connected thereto or located thereon. The City shall not cause or permit the Release of any Hazardous Materials, contaminant, or pollutant in, on, or under the Premises or into any ditch, conduit, stream, storm sewer, or sanitary sewer connected thereto or located thereon. Lessee shall have no liability to the City or any other person or governmental authorities for any environmental conditions not caused by Lessee. If any Hazardous Material(s) not caused by Lessee or any other occupant of the Premises, or their employees, agents, representatives, invitees, guests, contractors or subcontractors on or about the Premises, in violation of the foregoing provisions is/are found on the Premises, the City shall promptly remove and/or treat the source, and perform any remedial work that is necessitated by the presence of such Hazardous Material(s) as required by Environmental Law.

D. Notification. If any Hazardous Material is released, discharged or disposed of by Lessee or any other occupant of the Premises, or their employees, agents, representatives, invitees, guests, contractors or subcontractors on or about the Premises in violation of the foregoing provisions, Lessee shall immediately, properly and in compliance with applicable Environmental Laws notify the proper authorities as required by applicable Environmental Laws, cleanup and remove the Hazardous Material from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by the City), at Lessee's expense (without limiting the City's other remedies therefor). Such cleanup and removal work shall be subject to the City's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or required by the City. In the event the City elects in its sole and absolute discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by a City contractor (or contractors), Lessee shall assist the contractor(s) with such testing, investigation and/or cleanup as directed by the contractor(s) and the City and promptly pay the contractor(s) the total amount charged by the contractor(s) in connection with the testing, investigation and cleanup. If the City or any governmental body arranges for any tests or studies showing that this paragraph has been violated, Lessee shall pay for the costs of such tests. Nothing contained in this paragraph shall limit or otherwise affect Lessee's indemnity obligations set forth in this Lease.

E. City Notice to Lessee. City shall promptly notify Lessee of every demand, notice, summons, or other process received as to any claim or legal proceeding that involves Lessee or the Premises.

F. Lessee Notice to City. Lessee shall promptly notify City of every demand, notice, summons, or other process received as to any claim or legal proceeding that involves City or the Premises. Lessee shall also notify the City of any violation of environmental law or incident that may or does result in an illegal Release of Hazardous Materials.

G. Access. Lessee shall allow authorized representatives of the City or state and federal environmental personnel, at a reasonable time, access to the Premises for the following purposes:

- 1) Reviewing and copying of any records that must be kept under any environmental permit.
- 2) Viewing the facility, equipment, practices, or operations regulated or required under such permit.
- 3) Sampling or monitoring any substances or parameters at any location subject to any environmental permit or federal, state or municipal Environmental Law or regulation.

H. Environmental Indemnities. Lessee ("*Indemnifying Party*") shall indemnify, defend and hold harmless the City ("*Indemnified Party*") from any and all claims of third parties, and damages, costs and losses owing to third parties or suffered by Indemnified Party, including court costs, reasonable attorneys' fees and consultants' fees, arising during or after the Term and reasonably incurred or suffered by the Indemnified Party as a result of any default or breach of any representation, warranty or covenant made Lessee under this Paragraph 16. It is a condition of this indemnification and hold harmless obligation that the Indemnifying Party must receive notice of any such claim against the Indemnified Party promptly after Indemnified Party first has knowledge thereof, but no failure by the Indemnified Party to promptly notify the Indemnifying Party of any such claim shall adversely affect the Indemnified Party's right to indemnification except (and only to the extent) that the Indemnifying Party can prove prejudice as a result of the failure to receive prompt notice. This indemnification and hold harmless obligation includes any and all costs reasonably incurred by the Indemnified Party after notice to Indemnifying Party for any cleanup, removal or restoration mandated by any public official acting lawfully under applicable Laws if Indemnifying Party fails to timely perform such work.

17. LEASEHOLD MORTGAGE.

Lessee, at all times, and from time to time, shall have the right to convey or encumber by mortgage, security deed, deed of trust, or other instrument, this Lease and its right to use and occupy said Premises, together with its rights and interests in and to all existing buildings and improvements, and any building and improvements which may be placed on the Premises. If any such mortgagee, or grantee, shall notify the City in writing by certified or registered mail that any such mortgage has been so given and executed by Lessee, and shall at the same time furnish the City with the address to which it desires copies of notices to be mailed, the City hereby agrees that it will thereafter mail to such mortgagee at the address so given a duplicate copy of any and all notices in writing which the City may from time to time give to or serve upon Lessee under and pursuant to the terms and provisions of this Lease. Such mortgagee may, at its option at any time, but in no event less than thirty (30) days, before the rights of Lessee, shall have been forfeited to the City provided for herein, pay any of the rents due, or pay any taxes and assessments, or make any repairs and improvements, making or cause to be made any

deposits, or do any other act or thing required of Lessee by the terms of this Lease, to prevent the forfeiture of this Lease; and all payments so made, and all things so done and performed by such mortgagee shall be as effective to prevent the forfeiture of the right of Lessee hereunder as the same would have been if done and performed by Lessee. Lessee and its mortgagee shall provide written notice to the City of any default by Lessee under the terms of any loan agreement between Lessee and its mortgagee. Any such mortgage or other instrument so given by Lessee may, if Lessee so desires, be so conditioned as to provide that as between any such mortgagee and Lessee, said mortgagee on making good and performing any such default or defaults on the part of Lessee shall be thereby subrogated to any or all of the rights of Lessee under the terms and provisions of this Lease. A leasehold mortgagee shall not become personally liable for any of Lessee's obligations under this Lease unless and until such mortgagee becomes the owner of the leasehold estate by foreclosure, assignment in lieu of foreclosure, or otherwise, and thereafter such mortgagee may remain liable for such obligations only so long as the leasehold mortgagee remains the owner of the leasehold estate. If the leasehold mortgagee should become the owner of the leasehold estate, such mortgagee may assign, sell or transfer Lessee's leasehold interest in the Lease to an assignee (the "*Mortgagee Assignee*") with the written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed, so long the following requirements are satisfied at the time of such assignment (i) the Mortgagee Assignee is a reputable marina operator with experience in operating marina facilities of comparable or greater size than the Marina; and (ii) the Mortgagee Assignee possesses an net worth of at least \$2,500,000.00 at the time of the proposed transfer. Any such Mortgagee Assignee shall be entitled to the benefit of all of the provisions of the Lease and shall be responsible for all of the obligations of Lessee under the Lease. The City, for themselves, their heirs, executors, administrators, transfers and assigns, agrees to execute any and all other additional documents which may be desirable or required to further effect the above stated provision as may be requested by a leasehold mortgagee or Mortgagee Assignee.

18. IMPROVEMENTS TO THE PREMISES.

A. City Consent. Lessee shall not make or permit to be made any alterations, additions, improvements or changes in the Premises without in each case first obtaining the written consent of the City. By execution of this Lease, the City has consented to all improvements presently located in, on or under the Premises.

B. Ownership of Improvements. All improvements, additions or changes made by Lessee at any time, including but not limited to the pilings, floating docks, additional docks, expansion docks or replacement docks shall become the property of the City upon expiration, or earlier termination of this Lease. No additional additions, changes or improvements shall be made to the Premises without the prior written approval of the City.

C. Compliance. All permitted leasehold improvements shall fully comply with all applicable portions of the NFPA Life Safety Code, South Carolina Building Code and any other applicable Laws or regulations. All work shall be completed in compliance with all codes, ordinances,

rules and regulations of applicable governmental authorities, in a good and workmanlike manner by licensed contractors with appropriate building permits

D. Contractor Liability Insurance. Lessee shall require that all contractors performing work on the Premises maintain public liability insurance of at least One Million and No/100 Dollars (\$1,000,000.00). All entries onto/into the Premises after the Commencement Date and all work done by or on behalf of Lessee shall be at Lessee's sole risk.

E. Parking spaces. This will include the Marina, parking, the park, and other downtown needs. Parking is a concern of both the City and Lessee and both have agreed to work together to provide to our Marina customers the best experience we can under the conditions that we have. Lessee and the City will continue to use the parking pass system that is currently in place. However, the City will continue working on plans to provide remote parking and is investigating the expansion of its overall parking requirements. As the Marina successfully achieves the requirements of the Lease and grows it will be the City's responsibility to provide the necessary parking to meet the needs of the Marina. For clarity, the needs of the Marina include at least one parking space and corresponding parking pass for every boat slip customer at the Marina.

F. Special Events. Lessee acknowledges the City hosts a few festivals and special events: primarily the Shrimp Festival in September/October, The Taste of Beaufort in May, The Gullah Festival the end of May, Dragon boat race in June, and the Water Festival which last 10 days in July. Frequently these events draw boaters and fill Marina slips and take on fuel. These festivals and special events will have some impact on Marina operations, both good and bad, but with good planning and advanced notice from the City to Lessee, Lessee will cooperate with the City in planning activities to support the Marina and minimize any disruptions.

G. Pride of Place Donation. During Phase I of the Term, Lessee will willingly contribute Fifty Thousand and No/100 Dollars (\$50,000.00), by single gift or multiple gifts, to the city's philanthropic foundation referred to as "Pride of Place". Such donation(s) shall be contingent upon the City and Lessee mutually agreeing upon an area or areas of need in regard to the Premises or operation of the Marina that shall be addressed by the City by application of the proceeds donated by Lessee.

H. Marina Layout. Prior to the commencement of Phase 2, Lessee shall provide to the City a Marina layout showing all slips, moorings and tie-offs with a number assigned to each slip, mooring or tie-off ("Marina Layout"). Should the Marina Layout be altered or re-numbered, Lessee shall provide a revised Marina Layout to the City within ten (10) days.

19. DEFAULT; CURATIVE PERIOD; AND TERMINATION.

A. Termination by City. This Lease may be terminated by City in the event of any one or more of the following events:

1) The material default by Lessee in the performance of any of the terms, covenants, or conditions of this Lease, and the failure of Lessee to remedy, or undertake to remedy, to City's satisfaction, such default within a period of thirty (30) days after receipt of written notice from City of such default, except the requirements for insurance as provided in this Lease, that must be remedied within seven (7) calendar days; and except payment of Rent, or Additional Rent, which must be remedied within seven (7) calendar days; and except Intended Use requirements set forth in this Lease, which must be remedied within fifteen (15) days. However, in the case of any such default that is susceptible of cure (other than by the payment of money) but that cannot with diligence be cured within such thirty (30) day period, if Lessee shall promptly have commenced, during such thirty (30) day period, to cure the same and shall thereafter prosecute the curing thereof with diligence, the period within which such failure may be cured shall be extended for such further period as shall be reasonably necessary for the curing thereof with diligence;

2) The filing of a voluntary petition for relief under Federal bankruptcy law by Lessee, making of a general or other assignment for the benefit of creditors by Lessee, the adjudication of Lessee as bankrupt, or the appointment of a receiver for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

3) The filing of an involuntary petition for relief under any bankruptcy or insolvency law that is not dismissed within sixty (60) days of filing

B. Cumulative. These provisions are cumulative and concurrent with all other rights and remedies of the Parties at law or in equity.

C. No Waiver. Forbearance from exercise of termination rights shall not be deemed a waiver of any default.

20. RIGHT OF ENTRY & ACCESS.

A. Ingress and Egress to Premises. The City shall provide ingress and egress to and from the Premises uninterrupted at the level presently provided. The present level of ingress and egress recognizes the fact that there are at times temporary suspensions of ingress and egress for construction projects or special events, including but not limited to City authorized events. The number and duration of such interruptions shall be determined by the City in its sole and absolute discretion.

B. City Access. The City and persons duly authorized by the City shall have temporary, non-exclusive access over the Premises for the following purposes, provided that, with respect to items 3) and 4) below, such access shall not unreasonably interfere with the rights of Lessee or Licensees to their reasonable use of the Premises for:

- 1) Inspection of the Premises as it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease.
- 2) Any Life Safety Issues as defined in this Lease.
- 3) Carrying out development projects and other City sponsored or approved construction, so long as the City coordinates such projects and construction with Lessee.
- 4) Any and all activities related to City authorized, sponsored or co-sponsored events, so long as the City coordinates such activities and events with Lessee.

21. INDEMNIFICATION.

A. Lessee Indemnification. Lessee shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, invitees, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 1) The ownership, occupancy, or use of the Premises by the City or Lessee.
- 2) The performance of Lessee of this Lease (including future changes and amendments thereto) by Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers, including but not limited to Lessee's duty to maintain set forth in Paragraph 13 of this Lease.
- 3) The failure of Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable law, statute, ordinance or regulation now or hereinafter in force, including, but not limited to violations of the Americans with Disabilities Act of 1990 ("ADA") and any current or future amendments thereto; or
- 4) Any negligent, reckless or intentional act or omission of Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of Lessee, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties.

B. No Insurance Limitation. The provisions of this paragraph are independent of, and shall not be limited by, any insurance obligations in this Lease, and shall survive the expiration or earlier

termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. The purchase of insurance coverage required by this Lease, or otherwise, shall not relieve Lessee of any duties set forth in this paragraph.

C. Risk of Loss. Lessee shall store its property in and shall occupy the Premises at its own risk.

D. Merchandise/Equipment. The City shall not be responsible or liable at any time for any damage to Lessee's merchandise, equipment, fixture or other personal property of Lessee or to Lessee's business regardless of the cause, unless such damage is due to City's negligence or wrongful act.

E. Third Persons. The City shall not be responsible or liable to Lessee for any damage to either person or property that may be occasioned by or through the acts or omissions of third parties.

F. Defects. Except in regard to the maintenance obligations of the City set forth in Paragraph 12, the City shall not be responsible or liable for any defect in the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any damage to any person or to any property of Lessee or other person caused by or resulting from burst, broken or leaking pipes or by or from, steam or the running, backing up, seepage, or overflow of water or sewage in any part of the Premises or for any damage caused by or resulting from acts of God or the elements, the failure of any public utility in supplying utilities to the Premises or for any damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Premises, machinery, apparatus or equipment by any other person or by or from the acts of negligence of any occupant of the Premises.

G. Notice of Claim. Lessee shall give prompt notice to City in case of fire or accidents or other casualties on or about the Premises. Lessee shall, during any emergency such as hurricane, flood, fire or any type of disaster, coordinate with the City for the security of the property. Lessee shall use its best efforts during an emergency to safeguard the Property of the City and its customers.

22. INSURANCE.

A. City's Obligation. The City, as of the Commencement Date, shall, from that time until the expiration or earlier termination of this Lease, maintain at City's cost, the insurance it has in force on all Marina property. Lessee may elect to add additional insurance at its own cost as well as having its own Liability insurance. For clarity, the City shall cause the following insurance policies to be maintained at the City's sole cost and expense:

1) Property Insurance. Property insurance covering the Premises, its equipment, docks, mooring fields and all improvements (no matter when constructed or installed) in the Premises pursuant to a Causes of Loss - Special Form (formerly known as "all risk") property insurance, including fire and extended coverage, vandalism, malicious mischief in an amount not less than the full replacement cost thereof.

2) Commercial General Liability. A Commercial General Liability Insurance Policy protecting the City against an claims or demands that may arise or be claimed on account of Lessee's use of the Premises in an amount of at least \$1,000,000 for injuries to persons in one accident and \$2,000,000 general aggregate, \$1,000,000 for injuries to any one person, \$1,000,000 for damages to property. CGL limits may, from time to time, pursuant to the reasonable discretion of Lessee to reflect the then current, generally acceptable policy limits.

3) Environmental Insurance. A policy of insurance covering environmental based claims for the benefit of the City and naming Lessee as an additional insured, pursuant to which, during the Term of the Lease, the following coverage limits and other terms and conditions shall apply:

(a) \$1 Million Each Incident/\$3Million Aggregate of primary coverage.

(b) The insurance shall consist of coverages, terms and conditions reasonably acceptable to the City and Lessee and shall include coverage for toxic tort claims which may be asserted by persons or entitles for personal injury, death and/or property damage (including any diminution in value of such property (real or personal)) resulting from (i) known environmental conditions as of the policy date; (ii) any unknown conditions as of the policy date; and (iii) conditions arising after the policy date by reason of acts or omissions of the City or Lessee, contractors, subcontractors or other agents on or about the Premises or any part thereof, including, without limitation, for each occurrence costs of investigation, clean-up and remediation of such environmental conditions.

4) Personal Property. City shall be responsible for maintaining, at its own expense, whatever insurance coverage it may desire on the contents of the Premises.

5) Liquor Liability. If alcoholic beverages are sold on the premises City shall provide Liquor Liability Insurance coverage of not less than \$1,000,000.

All policies maintained by the City shall name Lessee as additional insured, be in occurrence form, and shall not exclude any activity that would normally be associated with use of the Premises. All policies shall provide that they shall not be subject to cancellation or material change, which affect Lessee, except upon at least thirty (30) days prior written notice to Lessee at the address set forth in this Lease.

B. Lessee Obligation. Lessee, as of the Commencement Date, shall, from that time until the expiration or earlier termination of this Lease, maintain at Lessee's cost, the following insurance coverage:

1) Commercial General Liability. A Commercial General Liability Insurance Policy protecting Lessee against an claims or demands that may arise or be claimed on account of Lessee's use of the Premises in an amount of at least \$1,000,000 for injuries to persons in one

accident and \$2,000,000 general aggregate, \$1,000,000 for injuries to any one person, \$1,000,000 for damages to property. CCL limits may, from time to time, be adjusted at the discretion of Lessee to reflect the then current, generally acceptable policy limits.

2) Worker's Compensation. Workers' Compensation Insurance in compliance with the laws of the State of South Carolina. Employers Liability coverage with minimum limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

3) Personal Property. Lessee shall be responsible for maintaining, at its own expense, whatever insurance coverage it may desire on the contents of the Premises that are owned by Lessee.

4) Liquor Liability. If alcoholic beverages are sold on the premises Lessee shall maintain Liquor Liability Insurance coverage of not less than \$1,000,000.

C. Lessee as Additional Insured. All of the insurance required under this Lease, shall be affected under enforceable policies issued by insurers licensed to do business in the State of South Carolina.

23. LIENS.

A. No Liens. Except as provided herein, Lessee shall never, under any circumstances, have the power to subject the Premises to any mechanic or materialman lien or other type of lien.

B. Performance Bond. All contracts for improvements to the Premises shall provide for a payment and performance bond in such form as reasonably approved the City and Lessee. Notice is hereby given that no contractor, subcontractor or any other person who may furnish any material, service or labor for any building, improvement, alteration, repairs or any part thereof, or for the destruction or removal of any building or structure, shall at any time be or become entitled to any lien on or against the Premises.

24. ASSIGNMENT. Except as set forth in this Paragraph 17, this Lease, or any part thereof or any interest therein, may not be sold, assigned, transferred, subleased, conveyed, pledged, mortgaged, or otherwise disposed of without the prior written consent of the City, which consent shall be at the City's sole discretion. Notwithstanding the foregoing, the City shall not withhold its consent to a requested assignment of the Lease by Lessee to a third party ("Assignee") that meets the following requirements: (i) the Assignee is a reputable marina operator with experience in operating marina facilities of comparable or greater size than the Marina; and (ii) the Assignee possesses an net worth of at least \$1,000,000.00 at the time of the proposed transfer.

25. NON-APPROPRIATION. The obligation of the City to fund any expenditures required by this Lease shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient

monies for the funding of any expenditures that are due during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-advalorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Lease.

26. CERTIFICATE OF GOOD STANDING. Lessee shall maintain its registered status and shall annually provide City with evidence that the LLC is still active and has complied with all the legal requirements to remain duly and legally organized to operate within the State of South Carolina.

27. SUCCESSORS AND ASSIGNS. This Lease shall bind City and Lessee and their respective successors and assigns.

28. RELATIONSHIP OF THE PARTIES. The relationship between the Parties is that of Landlord and Tenant.

29. APPLICABLE LAW, VENUE AND JURISDICTION. This Lease shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Venue for any action brought in state court shall be in Beaufort County, South Carolina. Venue for any action brought in federal court shall be in the correct jurisdiction in which Beaufort County, South Carolina is located. Each party waives any defense of improper or inconvenient venue as to either court or consents to personal jurisdiction in either court.

30. NOTICES. Any notice, demand, request or other instrument which may be or is required to be given or delivered under this Lease shall be deemed to be delivered (i) whether or not actually received, five (5) days after deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (ii) when received (or when receipt is refused) if delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of City and Lessee as set forth in this Paragraph 30. Such address may be changed by written notice to the other party in accordance with this Paragraph 30. The parties acknowledge that copies of any notice sent by facsimile or e-mail are for convenience only and shall not be deemed to be proper notice required hereunder.

A. If to Lessee, addressed to: SHM Beaufort LLC
1006 Bay St
Beaufort, SC 29902

With a copy to Jason Hogg
C/O Safe Harbor Marinas
14785 Preston Rd #975
Dallas, TX 75254

B. If to City, addressed to: City of Beaufort
Office of City Manager

1911 Boundary Street
Beaufort, South Carolina 29902

With a copy to:

31. SEVERABILITY. If a provision of this Lease shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.
32. NON-DISCRIMINATION. Lessee for itself and its successors and assigns, as a part of the consideration for this Lease shall not illegally discriminate against any person, in employment or in the provision of services under this Lease or in the construction of any improvements on, over or under Premises.
33. HEADINGS. The section headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions.
34. ENTIRE AGREEMENT. This Lease, including exhibits hereto, if any, constitutes the entire agreement between the City and Lessee. No change will be valid, unless made by supplemental written agreement executed and approved by the Parties.
35. RECORDABILITY. The parties hereby agree that a short form of this Lease shall be recorded in the applicable real estate records of Beaufort County, South Carolina.
36. APPROVAL. This Lease is subject to approval by the City Council as the City policies and procedures require.
37. NO CONSTRUCTION AGAINST PREPARER OF LEASE. This Lease has been prepared by the City and Lessee and its professional advisors. The City, Lessee and Lessee's professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either the City or Lessee or against the City or Lessee merely because of either party's efforts in preparing it.
38. DUE AUTHORITY. Each party to this Lease that is not an individual represents and warrants to the other party that all appropriate authority exists so as to duly authorize the person executing this Lease to so execute the same and fully bind the party on whose behalf he or she is executing.

39. AMERICANS WITH DISABILITIES ACT OF 1990. Lessee assumes all responsibility, including but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance with all aspects of the ADA and any amendments thereto, including Title II, Structural and Title III, Programmatic Accessibility Standards as well as any future additions.
40. WAIVER. The waiver of any, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not constitute a waiver of any such subsequent breach, violation or default in or with respect to the same or any other covenant or condition.
41. NO THIRD-PARTY BENEFICIARIES. This Lease sets forth the agreement between the parties and all rights and benefits established herein are established solely for the benefit of the Parties party and are not intended to establish any rights or benefits in any other person or entity.
42. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all federal, state, county, and local laws, regulations¹ ordinances, and health and safety rules and regulations (collectively "Law") at all times. In the event of a conflict between this Lease and any Law, the Law shall prevail.
43. QUIET ENJOYMENT. City covenants that Lessee, on paying all sums due under this Lease and performing all the covenants and agreements herein contained, shall peaceably and quietly have, hold, and enjoy the Premises.
44. CITY CONSENT AND ACTION.
- A. For the purposes of this Lease any required written permission, consent, approval or agreement ("Approval") by the City means the administrative approval of the Mayor or his designee unless otherwise set forth herein and such approval shall be separate from and in addition to any and all regulatory approvals necessary from the City for permits and/or other licenses required by law or this Lease.
- B. For the purposes of this Lease any right of the City to take any action permitted, allowed or required by this Lease, may be exercised by the Mayor or his designee, unless otherwise set forth herein.
45. CONDEMNATION.
- A. Condemnation. If during the Term the whole of the Premises are condemned or taken in any manner for public use, or if a portion of the Premises are condemned or taken in any manner or degree to an extent that the Premises are not suitable, as determined by Lessee in its reasonable discretion for the Intended Use, then, in either event Lessee or City may elect to terminate this Lease as of the date of the vesting of title in the condemning authority. As used in this Paragraph 45, a condemnation or taking includes a deed given or transfer made in lieu thereof.

B. Award. City shall be entitled to that portion of the condemnation award attributable to City's interest in the Premises. Lessee shall be entitled to that portion of the condemnation award attributable to the loss of Lessee's leasehold in the Premises, Lessee's improvements and fixtures on the Premises, its business losses and its relocation costs.

46. DESTRUCTION OF PREMISES OR INSURANCE CLAIMS.

A. Termination-Lessee Option. If the Premises are totally destroyed by fire or other casualty (including environmental damage) or if the Premises are partially destroyed to an extent that the Premises are not suitable, as determined by Lessee's reasonable discretion, then Lessee shall have the option of terminating this Lease upon written notice to City, within sixty (60) days after such casualty loss, in which event Rent and all other obligations herein shall cease as of the date of such casualty, and neither City nor Lessee shall have any further obligations or rights hereunder except for any obligations existing at the time of termination.

B. Restoration and Remediation. If Lessee elects not to terminate this Lease, then Lessee, subject to the terms of this Lease, shall continue to pay rent and commence restoring the Premises as soon as reasonably possible and thereafter proceed with diligence to complete such restoration as soon thereafter as is practicable, but in no event later than one (1) year after the casualty event. The proceeds of all insurance on the Premises which is maintained by the City shall be made available by the City to Tenant for restoration, remediation, and payment of damage claims by third parties. If Lessee elects not to terminate the Lease, to the extent the insurance proceeds available for restoration or remediation of the Premises is insufficient to cover all costs of restoration or remediation, the City shall provide the additional funding required for restoration of the Premises to the condition at the time of the casualty event.

C. Termination-City Option. If Lessee does not elect to terminate this Lease and Lessee has not completed restoration or remediation within one (1) year of the date restoration or remediation funds sufficient for the complete restoration or remediation of the Premises are made available to Lessee, City may terminate this Lease.

47. WAIVER OF SUBROGATION. City and Lessee hereby waive any rights each may have against the other on account of any loss or damage incurred by City or Lessee, as the case may be, to their respective property, the Premises, or its contents arising from any risk generally covered by fire and extended coverage insurance policies. The Parties each, on behalf of their respective insurance companies insuring the property of either the City or Lessee against any such loss or damage, waive any right of subrogation that such companies may have against the City or Lessee, as the case may be. Each party covenants with each other that, to the extent such insurance endorsement is available, they shall each obtain for the benefit of the other, a waiver of any right of subrogation from their respective insurance companies, if such endorsement is requested.

48. LIFE SAFETY ISSUES. For purposes of this Lease, a "Life Safety Issue" shall mean a situation which imposes an immediate threat of bodily harm or death to any users or occupants of the Premises. If either party reasonably believes that the other party's failure to comply with any of its obligations under this Lease involves a Life Safety Issue, as defined below, that party shall have an immediate right, but not the duty, to connect the Life Safety Issue and the reasonable costs and expenses incurred by that party in correcting the Life Safety Issue shall be due and payable to that party by the other party within thirty (30) days after the submission of a statement to the other party for the payment of the same and such amount shall, if not paid when due, bear interest at the highest rate allowed by law from the date of the statement until the date paid.

49. CITY AS MUNICIPAL CORPORATION. Nothing contained in this Lease shall be interpreted to require the City to take any action or refrain from taking any action in its capacity as a municipal corporation, including but not limited to the exercise of its police and taxing powers.

< < < SIGNATURE PAGE FOLLOWS THIS PAGE > > >

EXHIBIT B

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed by their duly authorized representatives on the day and date first above written.

LESSEE:

SHM BEAUFORT LLC,
a Delaware limited liability company

By: SAFE HARBOR MARINAS, LLC, a Delaware
limited liability company, its Member

By:

Name: BARTER D. UNDERWOOD
Title: CEO

THE CITY:

CITY OF BEAUFORT, SOUTH CAROLINA, by and
through the City Manager of the City of Beaufort

By:

William A. Polgob
City Manager, Mayor

ATTEST: Ivette Burgess, City Clerk

By:

Ivette Burgess
City Clerk/Deputy

EXHIBIT B

EXHIBIT A
PREMISES ILLUSTRATED

Water Premises

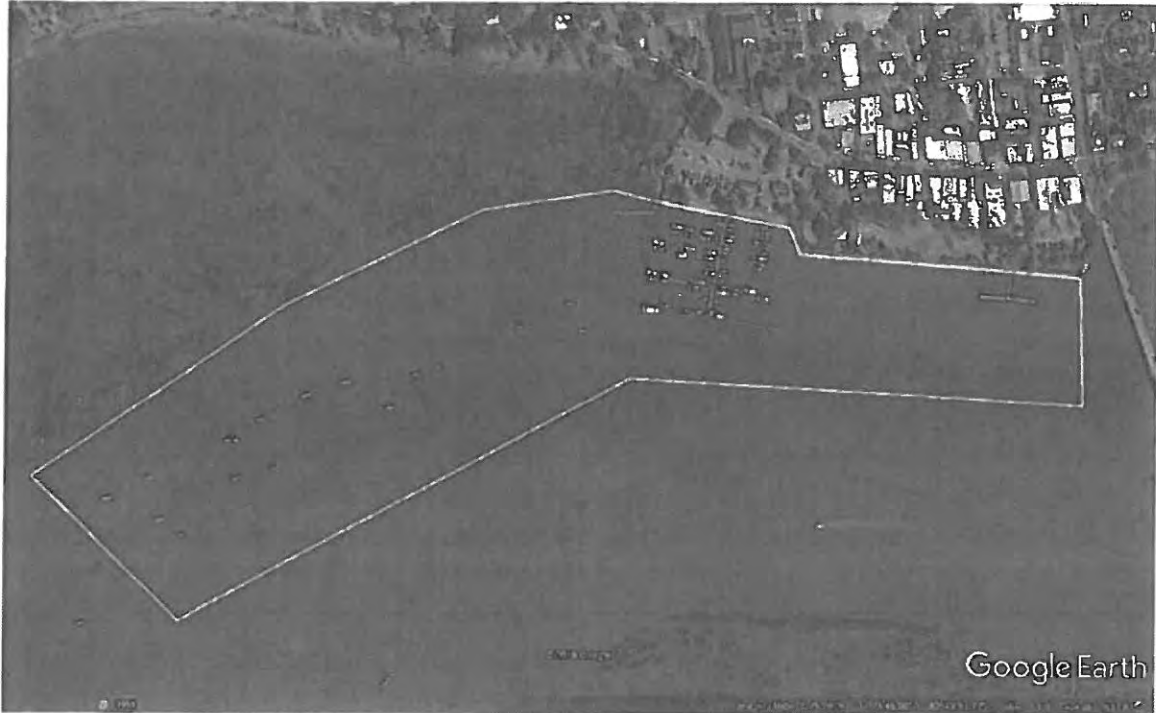


EXHIBIT B

Upland Premises



EXHIBIT B

EXHIBIT A-1
DEPICTION OF DAY DOCK



EXHIBIT B

EXHIBIT B
(PREMISES LEGALLY DESCRIBED)

EXHIBIT B

EXHIBIT C
(BIG SUBRECIPIENT AGREEMENTS)



**SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES**

SUBRECIPIENT AGREEMENT

Subrecipient Agreement Number: SCDNR-FY-2013-001

This Agreement is between the State of South Carolina, Department of Natural Resources, (Grantee) and the City of Beaufort, South Carolina (Sub-grantee).

This Agreement entered into on this 05 December 2013 by and between the South Carolina Department of Natural Resources, hereinafter referred to as SCDNR and the City of Beaufort, South Carolina hereinafter referred to as SUBGRANTEE mutually agree and covenant to the following:

I. SCOPE OF SERVICES

The scope of this Agreement includes improvements to the existing facility at the Downtown Marina, Beaufort, South Carolina for transient, nontrailerable recreational vessels 26 feet in length or greater.

Specifically, the SUBGRANTEE will:

- A. Purchase and install 16 mooring buoys for transient boats in an approved mooring field.
- B. Purchase and install two step-up 3-phase electrical transformers to serve existing transient docks.
- C. Purchase and install two electrical disconnect systems to replace existing transient dock systems.
- D. Design, engineer, and facilitate permitting of moorings.

For detailed scope of services, see Addendum A: City of Beaufort, South Carolina proposal dated 26 August 2011, and Revised Scope of Work dated 09 September 2013.

II. TIME OF PERFORMANCE

It is understood that the work to be performed hereunder shall commence on 05 December 2013 and shall be completed by 30 June 2014. This project is funded by U.S. Department of Interior/U.S. Fish & Wildlife Service grant number SC-Y-F13AP00402,

EXHIBIT B

CFDA# 15.616, Boating Infrastructure Grant Program, project titled, "Improvements to Downtown Marina, Beaufort, SC." SCDNR account number P24018173113.

This Agreement may be extended only if all the below listed conditions are met:

- A. Written extension request is submitted to SCDNR by SUBGRANTEE 60 days prior to the grant end date of 30 June 2014.
- B. Approval to extend is received from the funding source.
- C. Written amendment is issued by SCDNR.

III. COMPENSATION

- A. It is agreed that the SCDNR will reimburse the SUBGRANTEE for all allowable expenditures not to exceed \$100,000 as itemized in the SUBGRANTEE's budget as submitted and attached hereto and incorporated by reference herein (Addendum A: City of Beaufort, South Carolina proposal dated 26 August 2011 and Revised Scope of Work dated 09 September 2013). It is agreed that \$100,000 will constitute full and complete compensation and any deviation from above said sum will be absorbed by the SUBGRANTEE.
- B. For SUBGRANTEE Agreements in excess of \$100,000 it is understood that any cumulative changes above 10% in any budget category must have prior written approval by SCDNR. Changes above 10% in budget categories made without prior SCDNR approval will not be acknowledged by SCDNR and may be disallowed.
- C. Match in the amount of \$33,408 must be provided to receive full payment of the federal amount. The total grant award with match is \$133,408. Match must be from a non-federal source as defined in the SUBGRANTEE's budget (Addendum A: City of Beaufort, South Carolina proposal dated 26 August 2011 and Revised Scope of Work dated 09 September 2013). It is understood that any match requirements, including but not limited to 3rd party, must be documented in the same format as direct charges to the Agreement. Requests for reimbursement must include match costs. Requests for reimbursement under this Agreement must include a breakdown of costs by budget category and be supported by actual expenditure documentation.

IV. METHOD OF PAYMENT

It is agreed that the SUBGRANTEE will submit requests for payment on a quarterly basis or other agreed upon schedule with a breakdown of expenditures for each budget category including any match requirements. The request for payment will include copies of all invoices or adequate documentation for all requested reimbursement of expenditures. Only direct charges will be allowed under the terms and conditions of this Agreement.

Requests for payment must be submitted to: South Carolina Department of Natural Resources, Attn: Grants Administration, P.O. Box 12559, Charleston, SC 29422-2559.

All requests for payment must reference the grant number (SC-Y-F13AP00402) and grant title (Improvements to Downtown Marina, Beaufort, SC). Requests for payment must include match costs which are to be documented in the same format as direct charges to the Agreement. Final invoice must be submitted within 30 days after the end of the Agreement (30 June 2014).

Final payment will not be released until: 1) all services have been performed in accordance with this AGREEMENT, 2) the SUBRECIPIENT's final project report has been received by SCDNR, and 3) the Boating Infrastructure Coordinator has reviewed and approved the completed project.

V. TERMS AND CONDITIONS

A. SUBGRANTEE must adhere to the Cost Principles as specified in 48 CFR 31.2. For information regarding all procurement actions the SUBGRANTEE shall follow procedures as identified in the Federal Acquisition Regulations (FAR) 31.2, including the requirements for full and open competition. SUBGRANTEE must agree to make positive efforts to use small and minority owned businesses and individuals.

B. Any change to this Agreement is considered an amendment to the Agreement that must be mutually agreed to and executed in the same manner as the Agreement.

C. The SUBGRANTEE shall not convert any facility developed under this Agreement to uses other than those purposes for which assistance was originally approved, without the written approval of the SCDNR. See Addendum A: City of Beaufort, South Carolina proposal dated 26 August 2011 and Revised Scope of Work dated 09 September 2013 for approved purposes.

1. If conversion occurs without proper approval from the SCDNR and the funding agency, the Agreement will be terminated and any monies that have been provided through SCDNR under the Agreement must be refunded to SCDNR within 30 days after the termination of the Agreement.

2. Conveyance of property interests for purposes inconsistent with the intent of the Agreement, or non-eligible uses (public or private) of the facility developed under this Agreement are considered acts of conversion. For a detailed list of non-eligible uses reference the U.S. Fish & Wildlife Agency's FY 2013 BIG Tier 1 & 2 Request For Applications.

D. The SUBGRANTEE agrees that all expenditures of funds for services, supplies, equipment, travel and construction shall be made in accordance with applicable state, local, or federal codes, laws or ordinances of the State of South Carolina. Such expenditures shall be subject to audit and all supporting documentation must be made available to SCDNR. If the total amount awarded to the SUBGRANTEE is in excess of \$25,000 the SUBGRANTEE must provide the SCDNR with a copy

EXHIBIT B

of their annual audit for the period that covers the SUBGRANTEE award. Any expenditure of funds which are found on the basis of audit examination not in compliance with said codes, laws or ordinances shall be refunded by check made payable to SCDNR.

- E. Records with respect to all matters covered by this agreement shall be retained by the SUBGRANTEE for 3 years after the end of the agreement period, and shall be available for audit and inspection at any time such audit is deemed necessary by DNR or the funding agency. If audit has begun but is not completed at the end of the 3-year period, or if audit findings have not been resolved at the end of the 3-year period, the records shall be retained until resolution of the audit findings.

All SUBGRANTEE's, except for-profit entities, that expend \$500,000 or more in Federal awards from all sources during their fiscal year shall have a single or program-specific audit conducted for that fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 24, 1997.

Non-Federal entities that expend less than \$500,000 a year in total Federal awards, from all sources, are exempt from the Federal audit requirements of OMB Circular A-133 for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity (SCDNR), and General Accounting Office (GAO).

A SUBGRANTEE is prohibited from charging the cost of an audit to Federal Awards if the SUBGRANTEE expended less than \$500,000 from all sources of federal funding in the SUBGRANTEE's fiscal year. If the SUBGRANTEE expends less than \$500,000 in federal funding from all sources in the SUBGRANTEE's fiscal year, but obtains an audit paid for by non-federal funding, then SCDNR requests a copy of that audit to be sent to:

Subgrantee's is required to send SCDNR a copy of their completed audit no later than nine months after the end of their fiscal year to:

South Carolina Department of Natural Resources
Attn: Grants Administration
P. O. Box 167
Columbia, SC 29202

A SUBGRANTEE who is not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the department raise reasonable concern regarding compliance with agreement conditions. Such engagements may not be paid for by SCDNR pass-through funds.

- F. Subject to the provisions contained below, this agreement may be terminated by

EXHIBIT B

either party providing written notice of that intent is given 30 days in advance.

1. All services listed within this agreement are to be completed. In the event that all services are not fully rendered as provided for in the agreement, SUBGRANTEE shall be reimbursed for un-cancelable obligations properly incurred prior to the notice of termination.
 2. Funds for this agreement are payable from Federal appropriations. In the event sufficient appropriations are not made to pay the charges under this agreement, SUBGRANTEE shall be reimbursed for un-cancelable obligations incurred prior to the date of notice of termination.
 3. SCDNR may terminate this agreement for cause, default or negligence on the part of the SUBGRANTEE at any time without thirty days advance written notice.
- G. The SUBGRANTEE certifies that he/she is not an employee of a South Carolina State Agency.
- H. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin.
- I. The SUBGRANTEE agrees that neither the SUBGRANTEE, its employees, nor agents are covered by any professional or tort liability insurance maintained by SCDNR.
- J. The parties agree that during the term of this agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein.
- K. The SUBGRANTEE certifies to SCDNR that it will provide a drug-free workplace program by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 2. Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUB Grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

EXHIBIT B

- (d) The penalties that may be imposed upon employees for drug violations.
 - 3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1.
 - 4. Notifying the employee in the statement required by item 1. That as a condition of employment on the agreement, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
 - 5. Notifying the SCDNR within 10 days after receiving notice under item 4. (b) From an employee or otherwise receiving actual notice of the conviction;
 - 6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44-107-50 (SC Code of Laws); and
 - 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1., 2., 3., 4., 5., and 6.
- L. The SUBGRANTEE is required to follow the Davis-Bacon Act, as amended (40 USC 276a to a-7). All construction contracts awarded by SCNDR and the SUBGRANTEE of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The SUBGRANTEE shall report all suspected or reported violations to SCDNR.
- M. The SUBGRANTEE shall comply with the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c for all contracts in excess of \$2,000 for construction or repair awarded by the SUBGRANTEE. The SUBGRANTEE shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented by the Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors of Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the

EXHIBIT B

construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The SUBGRANTEE shall report all suspected violations to SCDNR.

- N. The SUBGRANTEE shall comply with the Contract Work Hours and Safety Standard Act (40 USC 327-333). All contracts awarded by the SUBGRANTEE in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by the Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute wages of the every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.
- O. The SUBGRANTEE shall maintain adequate records on all covered employees, including hours worked per week and the regular rate of pay for each employee during the grant period. Records must be kept on file for at least three (3) years and be available for audit by SCDNR or appropriate officials of the Federal agency.
- P. By accepting this award, the SUBGRANTEE certifies that it:
 - 1. Has neither used nor will use any appropriated funds for payments to lobbyists.
 - 2. Will disclose the name, address, payment details and purpose of any agreement with lobbyists whom SUBGRANTEE or its sub tier contractor(s) or subgrantee(s) will pay with profits or non-appropriated funds.
 - 3. Will file quarterly updates about the use of lobbyists if material changes occur in their use.
- Q. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.
- R. This Agreement will be interpreted and enforced according to the general contract laws of the States of South Carolina.

- S. SUBGRANTEE agrees to abide by Debarment and Suspension (Executive Order 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with EO's 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E. O. 12549. Contractors with awards that exceed the small purchase threshold (\$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.
- T. This award is subject to Executive Order 12549 "Debarment and Suspension" and Department of Commerce implementing regulations published as 15 CFR Part 26, Subparts A through E, "Government wide Debarment and Suspension (non-procurement). The SUBGRANTEE certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity.
- U. In accordance with the Bayh-Dole Act of December 12, 1980 universities, small business, or non-profit institutions may elect to pursue ownership of an invention in preference to the government. However, the organization must report each disclosed invention to the funding agency. In additions the organization must file for patent protection, elect to retain title in writing within statutorily prescribed timeframes. Grant the Federal government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practice on its behalf throughout the world.
- V. This Agreement incorporates guidelines and restrictions imposed by OMB circular A-87 Cost Principles for State, Local, and Indian Tribal Governments and OMB (relocated to 2 CFR part 225) circular A-102 Grants and Cooperative Agreements with State and Local Governments which will be followed by State or local governments (relocated to 2 CFR Part 215).
- W. The SUBGRANTEE is prohibited from expending Federal funds for the purpose of providing transportation, travel, and any other expenses for any Federal employee.
- X. The SUBGRANTEE is hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.
- Y. No obligations shall be created by the SUBGRANTEE for any purpose pertaining to the activities for which the funds were awarded that would require performance beyond the expiration date stipulated in the award document. Funds may be

expended beyond the expiration date for obligations created prior to the expiration date.

Z. Verbal or written assurances of additional funding shall not constitute authority to obligate funds for activities beyond the expiration date. Funds shall not be obligated unless or until an award document is received by the SUBGRANTEE from SCDNR authorizing such obligation.

AA. All signs, reports, documents and other tangible products produced under this Agreement must cite Federal Aid in Sportfish Restoration (SFR) as the source of project funds by use of SFR logos and crediting language.

Signs shall be placed at the transient dock identifying it as such and giving credit to the Federal Aid in Sportfish Restoration program (SFR) as a source of funding for this project. The SFR logo shall be used to identify this program.

BB. The SUBGRANTEE must ensure that facilities developed under this Agreement are maintained and operated for their intended purpose throughout its useful life, as determined and documented in Addendum A: City of Beaufort, South Carolina proposal dated 26 August 2011 and Revised Scope of Work dated 09 September 2013.

CC. User fees may be charged in connection with the facilities developed under this Agreement if the fees are consistent with the prevailing range of public fees in the local area for the activities involved. Income generated from these fees during the grant period may only be used to offset the expense of operation, maintenance, monitoring and/or repair of the facilities developed under this Agreement.

DD. SUBGRANTEE must notify any personnel associated with this project of the potential presence of manatees and the need to avoid collisions with manatees. Any collision with manatees should be reported to the SCDNR and the US Fish & Wildlife Service Charleston Ecological Services Office.

EE. The funding source shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this Agreement.

VI. PROGRESS REPORTS

SUBGRANTEE's, who expend any funds obtained from, or passed through SCDNR, must provide SEMI-ANNUAL progress reports outlining the status of the project, compliance with the scope of services, and documentation of expenditures including match (including 3rd party) of \$33,408. The SUBGRANTEE is subject to site visits from SCDNR in an effort to monitor compliance.

Progress reports should be mailed to:

EXHIBIT B

South Carolina Department of Natural Resources
Grants Administration, P. O. Box 12559
Charleston, SC 29422-2559

All progress reports, compliance reports and accompanying requests for payment relating to this Agreement must be submitted by 30 July 2014.

The Subrecipient is responsible for submitting annual reports detailing transient boater usage at the facility for the expected life of the infrastructure, as determined by the Useful Life Determination on file.

The parties to this Contract hereby agree to any and all provisions as stipulated above.

AS TO SCDNR:

BY: 

TITLE: Director

DATE: 12-16-13

WITNESS: Rose Marie Scheibler

AS TO THE SUBGRANTEE:

BY: 

TITLE: CITY MANAGER

DATE: 12-17-13

WITNESS: 

MAILING ADDRESS:

City Of Beaufort, SC
Attn: Libby Anderson
1911 Boundary Street
Beaufort, SC 29902
Vendor #: 7000029992

Note: SUBGRANTEE who is signing this form must have authority to obligate the business to this Agreement.



**SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES**

BIG SUBRECIPIENT AGREEMENT

Subrecipient Agreement Number: SCDNR-FY-2016-009 Amendment 1

This Agreement is between the State of South Carolina, Department of Natural Resources, (Grantee) and, The City of Beaufort, South Carolina (Sub-grantee).

This Agreement entered into on this November 01, 2014 by and between the South Carolina Department of Natural Resources, hereinafter referred to as SCDNR, and The City of Beaufort, South Carolina hereinafter referred to as SUBGRANTEE, mutually agree and covenant to the following:

I. SCOPE OF SERVICES

The scope of this Agreement includes improvements to the existing transient boater facility at the Beaufort Downtown Marina, Beaufort, South Carolina for transient, recreational vessels 26 feet in length or greater.

Specifically, the SUBGRANTEE will make the following upgrades to the transient dockage:

- A. Purchase and install new deck boards, pile guides, steel stiffeners, rubbing boards, rub rails, flotation cells, cleats, and associated hardware.
- B. Purchase and install new fire suppression piping.
- C. Purchase and install new utility lines.
- D. Purchase and install power pedestals.

For reference, see Addendum A: Boating Infrastructure Grant Program Grant Application, City of Beaufort, SC, dated September 2013, and Addendum B, Bid Alternate Request, City of Beaufort, SC, dated August 20, 2014.

II. TIME OF PERFORMANCE

It is understood that the work to be performed hereunder has commenced on 01 November 2014, and shall be completed as specified by 09 September 2017. This project is funded by U.S. Department of Interior/U.S. Fish & Wildlife Service grant number SC-Y-F15AP00033, CFDA# 15.622, Boating Infrastructure Grant Program, project titled, "Transient Dock Upgrades – Downtown Marina, Beaufort".

It is further understood and agreed that the SUBGRANTEE will perform all of the specified services identified as the SUBGRANTEE's tasks in the attached proposal by 09 September 2017.

This Agreement may be extended only if all the below listed conditions are met:

- A. Written extension request is submitted to SCDNR by SUBGRANTEE 60 days prior to the grant end date. This includes agencies with "Expanded Authorities" capability.
- B. Approval to extend is received from the funding source.
- C. Written amendment is issued by SCDNR.

III. COMPENSATION

- A. It is agreed that the SCDNR will reimburse the SUBGRANTEE for all allowable expenditures not to exceed \$186,184.00 as itemized in the SUBGRANTEE's budget as submitted and attached hereto and incorporated by reference herein. It is agreed that \$186,184.00 constitute full and complete compensation and any deviation from above said sum will be absorbed by the SUBGRANTEE.
- B. For SUBGRANTEE Agreements in excess of \$100,000 it is understood that any cumulative changes above 10% in any budget category must have prior written approval by SCDNR. Changes above 10% in budget categories made without prior SCDNR approval will not be acknowledged by SCDNR and may be disallowed.
- C. It is understood that the match requirements of \$104,730.00 must be documented in the same format as direct charges to the Agreement. Requests for reimbursement must include match costs if required. Requests for reimbursement under this Agreement must include a breakdown of costs by budget category and be supported by actual expenditure documentation.

IV. METHOD OF PAYMENT

It is agreed that the SUBGRANTEE will submit invoices at least on a quarterly basis with a breakdown of expenditures for each budget category including any match requirements. Invoices should be submitted to: South Carolina Department of Natural Resources, Attn: Grants Administration, P.O. Box 12559, Charleston, S.C. 29422-2559. Any financial questions should be directed to Eileen Heyward, SCDNR Grant Coordinator. A final financial report, using preferably the form SF425 or similar format, plus a final invoice

must be prepared and submitted to SCDNR no later than (45 days before the end of the grant) 09 September 2017 subject to audit by the SCDNR, the state of South Carolina and/or the Federal Government. Final payment will not be released until all services have been performed in accordance with this AGREEMENT and the final project report is submitted.

V. TERMS AND CONDITIONS

- A. The SUBGRANTEE shall not convert any facility developed under this Agreement to uses other than those purposes for which assistance was originally approved, without the written approval of the SCDNR. See Addendum A: Boating Infrastructure Grant Program Grant Application, City of Beaufort, SC, dated September 2013, and Addendum B, Bid Alternate Request, City of Beaufort, SC, dated August 20, 2014.
 1. If conversion occurs without proper approval from the SCDNR and the funding agency, the Agreement will be terminated and any monies that have been provided through SCDNR under the Agreement must be refunded to SCDNR within 30 days after the termination of the Agreement.
 2. Conveyance of property interests for purposes inconsistent with the intent of the Agreement, or non-eligible uses (public or private) of the facility developed under this Agreement are considered acts of conversion. For a detailed list of non-eligible uses reference the U.S. Fish & Wildlife Agency's most recent BIG Tier 1 & 2 Request For Applications.
 3. SUBGRANTEE may be required by SCDNR to sign a Notice of Grant Agreement which will be recorded in the Register of Deeds for the property as notice of the restricted use of the property.
- B. The SUBGRANTEE agrees that all expenditures of funds for services, supplies, equipment, travel and construction shall be made in accordance with applicable state, local, or federal codes, laws or ordinances of the State of South Carolina. Such expenditures shall be subject to audit and all supporting documentation must be made available to SCDNR. If the total amount awarded to the SUBGRANTEE is in excess of \$25,000 the SUBGRANTEE must provide the SCDNR with a copy of their annual audit for the period that covers the SUBGRANTEE award. Any expenditure of funds which are found on the basis of audit examination not in compliance with said codes, laws or ordinances shall be refunded by check made payable to SCDNR.
- C. Records with respect to all matters covered by this agreement shall be retained by the SUBGRANTEE for 3 years after the end of the agreement period, and shall be available for audit and inspection at any time such audit is deemed necessary by DNR or the funding agency. If audit has begun but is not completed at the end of the 3-year period, or if audit findings have not been resolved at the end of the 3-year period, the records shall be retained until resolution of the audit findings.

EXHIBIT B

All SUBGRANTEES, except for-profit entities, that expend \$750,000 or more in Federal awards from all sources during their fiscal year shall have a single or program-specific audit conducted for that fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 24, 1997.

Non-Federal entities that expend less than \$750,000 a year in total Federal awards, from all sources, are exempt from the Federal audit requirements of OMB Circular A-133 for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity (SCDNR), and General Accounting Office (GAO).

A SUBGRANTEE is prohibited from charging the cost of an audit to Federal Awards if the SUBGRANTEE expended less than \$750,000 from all sources of federal funding in the SUBGRANTEE's fiscal year. If the SUBGRANTEE expends less than \$750,000 in federal funding from all sources in the SUBGRANTEE's fiscal year, but obtains an audit paid for by non-federal funding, then SCDNR requests a copy of that audit to be sent to:

SUBGRANTEES are required to send SCDNR a copy of their completed audit no later than nine months after the end of their fiscal year. SUBGRANTEE'S fiscal year ends 30 June 2017.

South Carolina Department of Natural Resources
Attn: Grants Administration
P. O. Box 167
Columbia, SC 29202

A SUBGRANTEE who is not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the department raise reasonable concern regarding compliance with agreement conditions. Such engagements may not be paid for by SCDNR pass-through funds.

- D. Subject to the provisions contained below, this agreement may be terminated by either party providing written notice of that intent is given 30 days in advance.
1. All services listed within this agreement are to be completed. In the event that all services are not fully rendered as provided for in the agreement, SUBGRANTEE shall be reimbursed for un-cancelable obligations properly incurred prior to the notice of termination.
 2. Funds for this agreement are payable from Federal appropriations. In the event sufficient appropriations are not made to pay the charges under this agreement,

EXHIBIT B

SUBGRANTEE shall be reimbursed for un-cancelable obligations incurred prior to the date of notice of termination.

3. SCDNR may terminate this agreement for cause, default or negligence on the part of the SUBGRANTEE at any time without thirty days advance written notice.
- E. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin under the Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246 "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part. 1967-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The language of 41 CFR 60-1.4 is hereby incorporated by reference and each contractor or subcontractor shall include the language required under 41 CFR Part 60 in each of its contracts related to this project.
- F. The SUBGRANTEE agrees that neither the SUBGRANTEE, its employees, nor agents are covered by any professional or tort liability insurance maintained by SCDNR.
- G. The parties agree that during the term of this agreement, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services therein.
- H. The SUBGRANTEE certifies to SCDNR that it will provide a drug-free workplace program by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 2. Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUBGRANTEE'S policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations.

EXHIBIT B

3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1.
 4. Notifying the employee in the statement required by item 1. That as a condition of employment on the agreement, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
 5. Notifying the SCDNR within 10 days after receiving notice under item 4. (b) From an employee or otherwise receiving actual notice of the conviction;
 6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44-107-50 (SC Code of Laws); and
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1., 2., 3., 4., 5., and 6.
- I. By accepting this award, the SUBGRANTEE certifies that it:
- I. Agrees to abide by Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award cover by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - J. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this contract.
 - K. This Agreement will be interpreted and enforced according to the general contract laws of the State of South Carolina.. The Agreement will be enforced without regard to conflict of laws, rules, or any other rules directing referral to particular law or forums. This Agreement does not waive Eleventh Amendment immunity of any participating State.
 - L. This award is subject to Executive Orders 12549 and 12689 "Debarment and Suspension" and Department of Commerce implementing regulations published as

EXHIBIT B

15 CFR Part 26, Subparts A through E, "Government wide Debarment and Suspension" (non-procurement). The SUBGRANTEE certifies that they have not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business with any governmental entity. A contract award cannot be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689.

- M. The SUBGRANTEE is required to follow the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148 and 3146-3148). All construction contracts awarded by SCNDR and the SUBGRANTEE of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The SUBGRANTEE shall report all suspected or reported violations to SCNDR.
- N. The SUBGRANTEE shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) for all contracts in excess of \$2,000 for construction or repair awarded by the SUBGRANTEE. The SUBGRANTEE shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The SUBGRANTEE shall report all suspected violations to SCNDR.
- O. The SUBGRANTEE shall comply with the Contract Work Hours and Safety Standard Act (40 U.S.C 3701-3708). All contracts awarded by the SUBGRANTEE in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the-Act, each contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard workweek of 40 hours.

EXHIBIT B

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

- P. In accordance with the Bayh-Dole Act of December 12, 1980, universities, small business, or non-profit institutions may elect to pursue ownership of an invention in preference to the government. However, the organization must report each disclosed invention to the funding agency. In addition, the organization must file for patent protection, elect to retain title in writing within statutorily prescribed timeframes, grant the Federal government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practice on its behalf throughout the world.
- Q. In accordance with the 41 United State Code (U.S.C) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after January 1, 2013 and shall be in effect until January 1, 2017.
- (a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - (b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
- R. The SUBGRANTEE is required to follow the Clean Air Act (42 U.S.C 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended

(33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- S. The SUBGRANTEE is required to follow the Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- T. This Agreement incorporates guidelines and restrictions imposed by OMB circular A-21 Cost Principles for Educational Institutions (relocated to 2 CFR part 220) and OMB circular A-122 Non-Profit Organizations (relocated to 2 CFR Part 230) and OMB circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (relocated to 2 CFR, part 215) which will be followed by any colleges or universities. Please refer to appropriate CFR for any codifications to A-102 or A-110.
- U. This Agreement incorporates guidelines and restrictions imposed by OMB circular A-87 Cost Principles for State, Local, and Indian Tribal Governments and OMB (relocated to 2 CFR part 225) circular A-102 Grants and Cooperative Agreements with State and Local Governments which will be followed by State or local governments (relocated to 2 CFR Part 215).
- V. All signs, reports, documents and other tangible products produced under this Agreement must cite Federal Aid in Sportfish Restoration (SFR) as the source of project funds by use of SFR logos and crediting language.
- W. Signs shall be placed at the transient dock identifying it as such and giving credit to the Federal Aid in Sportfish Restoration program (SFR) as a source of funding for this project. The SFR logo shall be used to identify this program.
- X. The SUBGRANTEE must ensure that facilities developed under this Agreement are maintained and operated for their intended purpose throughout its useful life, as determined and documented in Addendum A: Application for Funding, Power Pedestal Replacement, Charleston City Marina, Charleston, SC, dated 25 September 2013, and associated revised scope of work.
- Y. User fees may be charged in connection with the facilities developed under this Agreement if the fees are consistent with the prevailing range of public fees in the local area for the activities involved. Income generated from these fees during the grant period may only be used to offset the expense of operation, maintenance, monitoring and/or repair of the facilities developed under this Agreement.
- Z. SUBGRANTEE must notify any personnel associated with this project of the potential presence of manatees and the need to avoid collisions with manatees. Any collision with manatees should be reported to the SCDNR and the US Fish & Wildlife Service Charleston Ecological Services Office.
- AA. The funding source shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this Agreement. **Contact SCDNR for copies of any OMB circulars listed above if required.**
- BB. SUBGRANTEE must agree to make positive efforts to use small and minority owned businesses and individuals.

- CC. This Agreement incorporates guidelines and restrictions imposed by 2CFR 200. SUBGRANTEE shall adhere to all rules and regulations as set forth in these regulations. **Contact SCDNR for copies of any OMB circulars listed above if required.**

VI. GENERAL PROCURMENT

- A. In accordance with § 200.317 When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow § 200.318 General procurement standards through § 200.326 Contract provisions. If the SUBGRANTEE is a state agency, it is to title all equipment purchased under this Agreement and title will remain with the SUBGRANTEE. The SUBGRANTEE will use, manage, and dispose of equipment acquired in accordance with South Carolina state laws and Procurement procedures. **Contact SCDNR for copies of any OMB circulars listed above if required.**
- (a) Pursuant to the Iran Divestment Act of 2014, S.C. Code Ann. §§ 11-57-10, *et seq.*, the Executive Director of the State Budget and Control Board has published a list of persons determined to engage in investment activities in Iran. The list identifies entities that are ineligible to contract with the State of South Carolina or any political subdivision of the State, including state agencies, public universities, colleges and schools, and local governments. The Iran Divestment Act of 2014 list is online http://procurement.sc.gov/PS/20150105_SC_IDA_List-Final.pdf.
- (b) The SUBGRANTEE is prohibited from expending Federal funds for the purpose of providing transportation, travel, and any other expenses for any Federal employee.
- (c) The SUBGRANTEE is subject to the provisions of the Fly America Act and must comply with the Act as prescribed when scheduling transportation for travel paid for with Federal funds.
- (d) The SUBGRANTEE is hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.
- (e) No obligations shall be created by the SUBGRANTEE for any purpose pertaining to the activities for which the funds were awarded that would require performance beyond the expiration date stipulated in the award

document. Funds may be expended beyond the expiration date for obligations created prior to the expiration date.

- (f) Verbal or written assurances of additional funding shall not constitute authority to obligate funds for activities beyond the expiration date. Funds shall not be obligated unless or until an award document is received by the SUBGRANTEE from SCDNR authorizing such obligation.

VII. INDIRECT RATE COST

The SUBGRANTEE is hereby notified that they are to use the negotiated Indirect Rate of the State Agency in which they are the SUBGRANTEE of per OMB Circular § 200.331: Requirements for pass-through entities, paragraph (a)(4). (4) An approved federally recognized indirect cost rate negotiated between the sub-recipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the sub-recipient (in compliance with this Part), or a de minimis indirect cost rate as defined in § 200.414 Indirect (F&A) costs, paragraph (b) of this Part.

VIII. PROGRESS REPORTS

SUBGRANTEE's, who expend any funds obtained from, or passed through SCDNR, must provide SEMI-ANNUAL progress reports outlining the status of the project, compliance with the scope of services, and documentation of expenditures including match (including 3rd party). The SUBGRANTEE is subject to site visits from SCDNR in an effort to monitor compliance.

Progress reports should be mailed to:

South Carolina Department of Natural Resources
Attn: Scott Meister
P. O. Box 12559
Charleston, SC 29422-2559

All progress reports, compliance reports and accompanying requests for payment relating to this Agreement must be submitted by 09 September 2017.

The Subrecipient is responsible for submitting annual reports detailing transient boater usage at the facility for the expected life of the infrastructure, as determined by the Useful Life Determination on file.

The parties to this Contract hereby agree to any and all provisions as stipulated above.

AS TO SCDNR:

BY:


Alvin A. Taylor

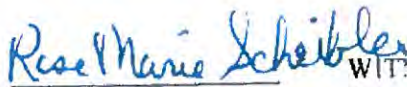
TITLE:

Director - SC DNR

DATE:

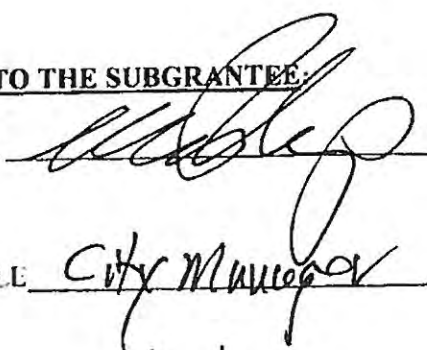
2-1-2017

WITNESS:


Rosal Marie Scheibler

AS TO THE SUBGRANTEE:

BY:


TITLE: City Manager

DATE:

2/2/2017

WITNESS:


Kathryn Todd

Note: SUBGRANTEE who is signing this form must have authority to obligate the agency or business to this Agreement.



**SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES**

BIG SUBRECIPIENT AGREEMENT

Subrecipient Agreement Number: SCDNR-FY-2017-025

This Agreement entered into on this February 1, 2017 by and between the South Carolina Department of Natural Resources, hereinafter referred to as SCDNR, and the City of Beaufort, SC (Vendor #: 7000029992) hereinafter referred to as SUBGRANTEE, mutually agree and covenant to the following.

I. SCOPE OF SERVICES

The scope of this Agreement includes the installation of a transient boater day dock facility along the seawall at the Henry C. Chambers Waterfront Park in Beaufort, SC, including:

- A. Installing 200 ft by 10 ft floating dock.
- B. Installing galvanized steel pipe piles
- C. Installing two (2) ADA compliant gangways.
- D. Modification of seawall and guardrail to accommodate gangways

For reference, see Addendum A: Boating Infrastructure Grant Application Tier 2 FY2015, City of Beaufort, SC, dated September 2014

II. TIME OF PERFORMANCE

It is understood that the work to be performed hereunder has commenced on 01 February 2017 and shall be completed as specified in the proposal by 17 December 2017. This project is funded by U.S. Department of Interior/U.S. Fish & Wildlife Service grant number SC-Y-F15AP00241, CFDA# 15.622, Boating Infrastructure Grant Program, project titled "City of Beaufort, South Carolina - Transient Day Dock Development" SCDNR account number P24018173817.

It is further understood and agreed that the SUBGRANTEE will perform all of the specified services identified as the SUBGRANTEE's tasks in the attached proposal by 17 December 2017.

This Agreement may be extended only if all the below listed conditions are met:

EXHIBIT B

- A. Written extension request is submitted to SCDNR by SUBGRANTEE 60 days prior to the grant end date. This includes agencies with "Expanded Authorities" capability
- B. Approval to extend is received from the funding source.
- C. Written amendment is issued by SCDNR.

III. COMPENSATION

- A. It is agreed that the SCDNR will reimburse the SUBGRANTEE for all allowable expenditures not to exceed \$160,000.00 as itemized in the SUBGRANTEE's budget as submitted and attached hereto and incorporated by reference herein. It is agreed that \$160,000.00 constitute full and complete compensation and any deviation from above said sum will be absorbed by the SUBGRANTEE.
- B. For SUBGRANTEE Agreements in excess of \$100,000 it is understood that any cumulative changes above 10% in any budget category must have prior written approval by SCDNR. Changes above 10% in budget categories made without prior SCDNR approval will not be acknowledged by SCDNR and may be disallowed.
- C. It is understood that the match requirements of \$90,000.00 must be documented in the same format as direct charges to the Agreement. Requests for reimbursement must include match costs if required. Requests for reimbursement under this Agreement must include a breakdown of costs by budget category and be supported by actual expenditure documentation.

IV. METHOD OF PAYMENT

It is agreed that the SUBGRANTEE will submit invoices at least on a quarterly basis with a breakdown of expenditures for each budget category including any match requirements. Invoices should be submitted to: South Carolina Department of Natural Resources, Attn: Grants Administration, P.O. Box 12559, Charleston, S.C. 29422-2559. Any financial questions should be directed to Eileen Heyward, SCDNR Grant Coordinator (HeywardE@dnr.sc.gov). A final financial report, using preferably the form SF425 or similar format, plus a final invoice must be prepared and submitted to SCDNR no later than 17 December 2017 subject to audit by the SCDNR, the state of South Carolina and/or the Federal Government. Final payment will not be released until all services have been performed in accordance with this AGREEMENT and the final project report is submitted.

V. TERMS AND CONDITIONS

- A. The SUBGRANTEE shall not convert any facility developed under this Agreement to uses other than those purposes for which assistance was originally approved, without the written approval of the SCDNR. See Addendum A: Boating Infrastructure Grant Application Tier 2 FY2015, City of Beaufort, SC, dated September 2014.
 - 1. If conversion occurs without proper approval from the SCDNR and the funding agency, the Agreement will be terminated and any monies that have been provided

EXHIBIT B

through SCDNR under the Agreement must be refunded to SCDNR within 30 days after the termination of the Agreement.

2. Conveyance of property interests for purposes inconsistent with the intent of the Agreement, or non-eligible uses (public or private) of the facility developed under this Agreement are considered acts of conversion. For a detailed list of non-eligible uses reference the U.S. Fish & Wildlife Agency's most recent BIG Tier 1 & 2 Request For Applications.

3. SUBGRANTEE may be required by SCDNR to sign a Notice of Grant Agreement which will be recorded in the Register of Deeds for the property as notice of the restricted use of the property.

- B. The SUBGRANTEE agrees that all expenditures of funds for services, supplies, equipment, and construction shall be made in accordance with applicable state, local, or federal codes, laws or ordinances of the State of South Carolina. Such expenditures shall be subject to audit and all supporting documentation must be made available to SCDNR. If the total amount awarded to the SUBGRANTEE is in excess of \$25,000 the SUBGRANTEE must provide the SCDNR with a copy of their annual audit for the period that covers the SUBGRANTEE award. Any expenditure of funds which are found on the basis of audit examination to not be in compliance with said codes, laws or ordinances shall be refunded by check made payable to SCDNR.
- C. Records with respect to all matters covered by this Agreement shall be retained by the SUBGRANTEE for 3 years after the end of the Agreement period, and shall be available for audit and inspection at any time such audit is deemed necessary by SCDNR or the funding agency. If audit has begun but is not completed at the end of the 3-year period, or if audit findings have not been resolved at the end of the 3-year period, the records shall be retained until resolution of the audit findings.

All SUBGRANTEES, except for-profit entities, that expend \$750,000 or more in Federal awards from all sources during their fiscal year shall have a single or program-specific audit conducted for that fiscal year in accordance with the provisions of Office of Management and Budget (OMB) under circular 2 CFR 200.

Non-Federal entities that expend less than \$750,000 a year in total Federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR 200 for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity (SCDNR), and U.S. Government Accountability.

A SUBGRANTEE is prohibited from charging the cost of an audit to Federal Awards if the SUBGRANTEE expended less than \$750,000 from all sources of federal funding in the SUBGRANTEE's fiscal year. If the SUBGRANTEE expends less than \$750,000 in federal funding from all sources in the SUBGRANTEE's fiscal

EXHIBIT B

year, but obtains an audit paid for by non-federal funding, then SCDNR requests a copy of that audit.

SUBGRANTEES are required to send SCDNR a copy of their completed audit no later than nine months after the end of their fiscal year. SUBGRANTEE'S fiscal year ends 30 June 2018.

South Carolina Department of Natural Resources
Attn: Grants Administration
P. O. Box 167
Columbia, SC 29202

A SUBGRANTEE who is not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by the SCDNR raise reasonable concern regarding compliance with agreement conditions. Such audits may not be paid for by SCDNR pass-through funds.

- D. Subject to the provisions contained below, this agreement may be terminated by either party providing written notice of that intent is given 30 days in advance.
1. All services listed within this Agreement are to be completed. In the event that all services are not fully rendered as provided for in the Agreement, SUBGRANTEE shall be reimbursed for un-cancelable obligations properly incurred prior to the notice of termination.
 2. Funds for this agreement are payable from Federal appropriations. In the event sufficient appropriations are not made to pay the charges under this Agreement, SUBGRANTEE shall be reimbursed for un-cancelable obligations incurred prior to the date of notice of termination.
 3. SCDNR may terminate this Agreement for cause, default or negligence on the part of the SUBGRANTEE at any time without thirty days advance written notice.
- E. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this agreement on the grounds of race, age, health status, handicap, color, sex, religion or national origin under the Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246 "Equal Employment Opportunity" (30 FR 12319), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity.

EXHIBIT B

Department of Labor.” The language of 41 CFR 60-1.4 is hereby incorporated by reference and each contractor or subcontractor shall include the language required under 41 CFR Part 60 in each of its contracts related to this Agreement.

- F. The SUBGRANTEE agrees that neither the SUBGRANTEE, its employees, nor agents are covered by any professional or tort liability insurance maintained by SCDNR.
- G. The parties agree that during the term of this agreement, each party shall obtain and maintain its respective federal, state, and local government licenses, certifications, and accreditations required for the provision of services therein.
- II. The SUBGRANTEE certifies to SCDNR that it will provide a drug-free workplace program by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
 - 2. Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The SUBGRANTEE'S policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations.
 - 3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item 1.
 - 4. Notifying the employee in the statement required by item 1. That as a condition of employment on the Agreement, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
 - 5. Notifying the SCDNR within 10 days after receiving notice under item 4(b) From an employee or otherwise receiving actual notice of the conviction;
 - 6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44-107-50 (SC Code of Laws); and
 - 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1., 2., 3., 4., 5., and 6.

EXHIBIT B

- I. By accepting this award, the SUBGRANTEE certifies that it:
- I. Agrees to abide by Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award cover by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - J. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this Agreement.
 - K. This Agreement will be interpreted and enforced according to the general contract laws of the State of South Carolina.. The Agreement will be enforced without regard to conflict of laws, rules, or any other rules directing referral to particular law or forums. This Agreement does not waive Eleventh Amendment immunity of any participating State.
 - L. This award is subject to Executive Orders 12549 and 12689 "Debarment and Suspension" and Department of Commerce implementing regulations published as 15 CFR Part 26, Subparts A through E, "Government wide Debarment and Suspension" (non-procurement). The SUBGRANTEE certifies that they have not been debarred or suspended or otherwise prohibited from doing business with any governmental entity. A contract award cannot be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689.
 - M. The SUBGRANTEE is required to follow the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148 and 3146-3148). All construction contracts awarded by SCDNR and the SUBGRANTEE of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage

EXHIBIT B

determination. The SUBGRANTEE shall report all suspected or reported violations to SCDNR.

- N. The SUBGRANTEE shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) for all contracts in excess of \$2,000 for construction or repair awarded by the SUBGRANTEE. The SUBGRANTEE shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The SUBGRANTEE shall report all suspected violations to SCDNR.
- O. The SUBGRANTEE shall comply with the Contract Work Hours and Safety Standard Act (40 U.S.C 3701-3708). All contracts awarded by the SUBGRANTEE in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.
- P. In accordance with the Bayh-Dole Act of December 12, 1980, universities, small business, or non-profit institutions may elect to pursue ownership of an invention in preference to the government. However, the organization must report each disclosed invention to the funding agency. In addition, the organization must file for patent protection, elect to retain title in writing within statutorily prescribed timeframes, grant the Federal government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practice on its behalf throughout the world.
- Q. In accordance with the 41 United State Code (U.S.C) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This requirement applies to all awards issued after January 1, 2013 and shall be in effect until January 1, 2017.

EXHIBIT B

- (a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - (b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
- R. The SUBGRANTEE is required to follow the Clean Air Act (42 U.S.C 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the SUBGRANTEE and any subcontractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- S. The SUBGRANTEE is required to follow the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- T. This Agreement incorporates guidelines and restrictions imposed by 2CFR 200. SUBGRANTEE shall adhere to all rules and regulations as set forth in these regulations. Contact SCDNR for copies of any OMB circulars listed above if required.
- U. All signs, reports, documents and other tangible products produced under this Agreement must cite Federal Aid in Sportfish Restoration (SFR) as the source of project funds by use of SFR logos and crediting language.
- V. Signs shall be placed at the transient dock identifying it as such and giving credit to the Federal Aid in Sportfish Restoration program (SFR) as a source of funding for this project. The SFR logo shall be used to identify this program.
- W. The SUBGRANTEE must ensure that facilities developed under this Agreement are maintained and operated for their intended purpose throughout its useful life, as determined and documented in Addendum A: Boating Infrastructure Grant Application Tier 2 FY2015, City of Beaufort, SC, dated September 2014.
- X. User fees may be charged in connection with the facilities developed under this Agreement if the fees are consistent with the prevailing range of public fees in the

local area for the activities involved. Income generated from these fees during the grant period may only be used to offset the expense of operation, maintenance, monitoring and/or repair of the facilities developed under this Agreement.

- Y. SUBGRANTEE must notify any personnel associated with this project of the potential presence of manatees and the need to avoid collisions with manatees. Any collision with manatees should be reported to the SCDNR and the US Fish & Wildlife Service Charleston Ecological Services Office.
- Z. The funding source shall have sole ownership and copyright for any tangible product (report, survey, film, etc.) developed under this Agreement. **Contact SCDNR for copies of any OMB circulars listed above if required.**
- AA. SUBGRANTEE must agree to make positive efforts to use small and minority owned businesses and individuals.

VI. GENERAL PROCUREMENT

- A. In accordance with **2 CFR Part 200.317**, a state must follow the same policies and procedures it uses for procurements from its non-federal funds when procuring property and services under a federal award. The state will comply with 2 CFR Part 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section 200.326. All other non-federal entities, including subrecipients of a state, will follow § 200.318 through § 200.326. If the SUBGRANTEE is a state agency, it is to title all equipment purchased under this Agreement and title will remain with the SUBGRANTEE. The SUBGRANTEE will use, manage, and dispose of equipment acquired in accordance with South Carolina state laws and Procurement procedures. **Contact SCDNR for copies of any OMB circulars listed above if required.**
- B. SUBGRANTEE certifies that it is not on the Iran Divestment Act List (available: <https://procurement.sc.gov/iran-divestment>). SUBGRANTEE must notify SCDNR immediately if SUBGRANTEE is ever named on the list. SUBGRANTEE shall require any subcontractor associated with this Agreement to certify and comply with the same. (S.C. Code Ann. § 11-57-10, et seq.) The Iran Divestment Act of 2014 list is online http://procurement.sc.gov/PS/20150105_SC_IDA_List-Final.pdf.
- C. The SUBGRANTEE is prohibited from expending Federal funds for the purpose of providing transportation, travel, and any other expenses for any Federal employee.
- D. The SUBGRANTEE is subject to the provisions of the Fly America Act and must comply with the Act as prescribed when scheduling transportation for travel paid for with Federal funds.
- E. The SUBGRANTEE is hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

- F. No obligations shall be created by the SUBGRANTEE for any purpose pertaining to the activities for which the funds were awarded that would require performance beyond the expiration date stipulated in the award document. Funds may be expended beyond the expiration date for obligations created prior to the expiration date.
- G. Verbal or written assurances of additional funding shall not constitute authority to obligate funds for activities beyond the expiration date. Funds shall not be obligated unless or until an award document is received by the SUBGRANTEE from SCDNR authorizing such obligation.

VII. INDIRECT RATE COST

The SUBGRANTEE is hereby notified that they are to use the negotiated Indirect Rate of the State Agency in which they are the SUBGRANTEE of per OMB Circular § 200.331: Requirements for pass-through entities, paragraph (a)(4). (4) An approved federally recognized indirect cost rate negotiated between the sub-recipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the sub-recipient (in compliance with this Part), or a de minimis indirect cost rate as defined in § 200.414 Indirect (F&A) costs, paragraph (b) of this Part.

VIII. PROGRESS REPORTS

The SUBGRANTEE must provide SEMI-ANNUAL progress reports outlining the status of the project, compliance with the scope of services, and documentation of expenditures including match (including 3rd party). The SUBGRANTEE is subject to site visits from SCDNR in an effort to monitor compliance.

Progress reports should be mailed to:

South Carolina Department of Natural Resources
Attn: Scott Meister
P. O. Box 12559
Charleston, SC 29422-2559

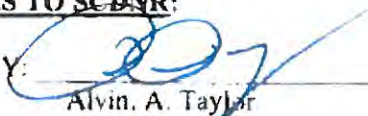
All progress reports, compliance reports and accompanying requests for payment relating to this Agreement must be submitted by 17 December 2017.

The Subrecipient is responsible for submitting annual reports detailing transient boater usage at the facility for the expected life of the infrastructure, as determined by the Useful Life Determination on file.

EXHIBIT B

The parties to this Agreement hereby agree to any and all provisions as stipulated above.

AS TO SCDNR:

BY: 

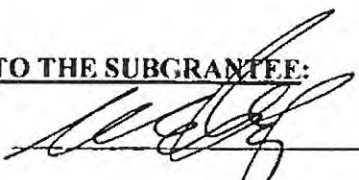
Alvin A. Taylor

TITLE: _____

Director - SC DNR

DATE: 8.11-2017

AS TO THE SUBGRANTEE:

BY: 

TITLE: City Manager

DATE: 8/11/17

WITNESS: Rose Marie Schaller

WITNESS: Kathy H. Ince

Subgrantee Mailing Address

City of Beaufort, SC
Attn.: Kathy Todd
1911 Boundary Street
Beaufort, SC 29902
Phone: 843-525-7009
Vendor #: 7000029992

Note: SUBGRANTEE who is signing this form must have authority to obligate the agency or business to this Agreement.

EXHIBIT B



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/21/2024
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: Ordinance to amend Fiscal Year 24 Budget for Revenues and Expenditures of General Fund and Parks and Tourism Fund- First Reading
MEETING DATE: 8/27/2024
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The fiscal year 2024 budget amendment adjust revenues and expenditures for the General Fund and Parks and Tourism Fund based on year-end actual amounts.

The following budget items relate to the General Fund:

1. The City experienced business license growth of \$1,640,000 and residential/commercial development building permits exceeded by \$102,000 compared to budget. One reason for the business license increase is attributed to the City receiving over \$1,025,000 more from Municipal Association of South Carolina (MASC) revenue collection programs compared to last year. The City will look into ways to improve revenue forecasting during the next budget cycle.
2. The Fire Department received higher than anticipated grant revenues in the amount of \$60,000 from the Assistance to Firefighters (AFG) grant and \$100,000 from South Carolina Opioid Recovery Fund (SCORF) grant. The City also received \$63,000 from FEMA for public assistance efforts related to Hurricane Idalia.
3. The City received an additional \$210,000 in franchise fees over the budgeted amount.
4. The City received \$122,000 in excess of the budgeted amount from insurance proceeds for claims on City property along with \$433,000 in sales of City properties during the fiscal year.
5. The City's general fund interest revenues was \$470,000 greater the budget amount as a result a rising interest rates market during the fiscal year.
6. The Public Works Street and Traffic department capital expenditures were \$100,000 less than budgeted as a bid for Fire Station Headquarters' traffic signal replacement was over budget.
7. The Public Works Solid Waste department operating expenditures were \$171,000 more than anticipated due to the City's residential garbage collection provider increasing their rates during the fiscal year.
8. The Fire department expenditures were \$227,000 more than budgeted resulting from additional personnel costs of \$191,000 relating to AFG and SCORF grant activity and a \$36,000 increase in operating costs from associated professional training for the AFG grant.

The excess of revenues over expenditures will add to fund balance for the General Fund. According to the City's fund balance policy, the City allocates 28% of fiscal year 2025 general fund expenditures to unassigned fund balance. The remaining fund balance is split between the City's four committed fund balance categories

consisting of Land Acquisition, Capital Equipment, Redevelopment, and Capital Projects. According to preliminary calculations, each fund balance category will increase by approximately \$500,000 for an aggregate total of \$2,000,000.

The following budget items relate to the Parks and Tourism Fund:

1. The City's hospitality fee increased by \$370,000 and local accommodations fee exceeded expectations by \$225,000 as the City continues to see growth in the tourism and restaurant industry.
2. Interest revenue increased by \$290,000 over budget as a result of a rising interest rate market during the fiscal year.
3. The City hosted festivals and community events throughout the year such as Taste of Beaufort and Shrimp Festival. They were not included in the original budget which resulted in charges for services of \$260,000 and operating costs of \$287,000

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends Council's consideration to approve first reading of budget ordinance. The second reading will occur on September 10th.

ATTACHMENTS:

Description	Type	Upload Date
Budget Amendment	Cover Memo	8/21/2024

ORDINANCE

AN ORDINANCE TO AMEND CITY OF BEAUFORT ORDINANCE 6-23 REGARDING THE FISCAL YEAR 2023-2024 CITY OF BEAUFORT BUDGET TO PROVIDE FOR THE REVENUES AND EXPENDITURES OF GENERAL FUND AND PARKS AND TOURISM FUND.

WHEREAS, Section 5-7-260 of the South Carolina Code of Laws requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, on June 13, 2023, the City of Beaufort (hereinafter “City”) adopted Ordinance No. 6-23 which set the City’s FY 2023- 2024 budget and associated expenditures; and

WHEREAS, the City experienced business and residential/commercial development growth which resulted in revenue from business licenses and building permits that exceeded expectations by \$1,742,000; and

WHEREAS, the Fire Department received higher than anticipated grant revenues in the amount \$60,000 from the Assistance to Firefighters (AFG) Grant and \$100,000 from South Carolina Opioid Recovery Fund (SCORF) Grant, and the City received \$63,000 from Federal Emergency Management Agency (FEMA) for public assistance efforts related to Hurricane Idalia; and

WHEREAS, the City received an additional \$210,000 in franchise fees over the budgeted amount; and

WHEREAS, the City received \$122,000 in excess of the budgeted amount from insurance proceeds for insurance claims on City property along with \$433,000 in sales of City properties during the fiscal year; and

WHEREAS, the City’s General Fund interest revenue was \$470,000 greater than the budget amount as a result of a rising interest rates market during the fiscal year; and

WHEREAS, the Public Works Streets and Traffic department capital expenditures were \$100,000 less than budgeted as a bid for Fire Station Headquarters’ traffic signal replacement was over budget; and

WHEREAS, the Public Works Solid Waste department operating expenditures were \$171,000 more than anticipated due to the City’s residential garbage collection provider increasing their rates during the fiscal year; and

WHEREAS, the Fire department expenditures were \$227,000 more than budgeted resulting from additional personnel costs of \$191,000 relating to AFG and SCORF grant activity and a \$36,000 increase in operating costs from associated professional training for the AFG grant; and

WHEREAS, the City’s tourism and restaurant industry growth through accommodation and hospitality revenue collections exceeded expectations by \$595,000; and

WHEREAS, the City’s Parks and Tourism Fund interest revenue increased by \$290,000 over budget as a result

of a rising interest rate market during the fiscal year; and

WHEREAS, the City hosted festivals and community events throughout the year that were not included in the budget and which resulted in charges for services of \$260,000 and operating costs of \$287,000; and

WHEREAS, it is necessary and proper to appropriate, obligate, and budget funds for the above-referenced items; and

WHEREAS, in compliance with South Carolina law and in the interest of maintaining good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

NOW, THEREFORE, BE IT ORDAINED by the City of Beaufort Council that the FY 2023-2024 City of Beaufort Ordinance 6-23 is hereby amended by the addition of the following, such that the General Fund FY24 Budget and the Consolidated FY24 Revised Budget are as shown on Exhibits A and B, hereto:

SECTION 1. AMENDMENT

General Fund

Revenues

Licenses and permits	\$ 1,742,000
Intergovernmental	223,000
Franchise fees	210,000
Miscellaneous	555,000
Interest	470,000

Total Revenues	<u>3,200,000</u>
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Expenditures

Public Works- Streets & Traffic- Capital	(100,000)
Public Works- Solid Waste- Operating	171,000
Fire department- Personnel	191,000
Fire department- Operating	36,000

Total Expenditures	<u>\$ 298,000</u>
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Parks and Tourism Fund

Revenues

Other Taxes	\$ 595,000
Charges for services	260,000
Interest	290,000

Total Revenues	<u>1,145,000</u>
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Expenditures

Downtown operations- Operating	287,000
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Total Expenditures	<u>\$ 287,000</u>
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SECTION 2. EFFECTIVE DATE

This Ordinance shall be effective upon its enactment by the City Council for the City of Beaufort.

PHILIP E. CROMER, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1ST Reading August 27, 2024

2nd Reading & Adoption _____

Attachments:

- A. General Fund FY24 Budget
- B. Consolidated FY24 Revised Budget

EXHIBIT A

General Fund FY24 Budget

	Adopted FY24 Budget	Budget Amendment #1	Budget Amendment #2	Budget Amendment #3	Budget Amendment #4	Budget Amendment #5	Revised FY24 Budget
<u>Revenues</u>							
Property Taxes	\$ 9,266,244	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,266,244
Licenses & Permits	6,120,000	-	-	-	-	1,742,000	7,862,000
Intergovernmental Revenue	3,504,694	87,370	2,000,000	-	-	223,000	5,815,064
Franchise Fees	2,082,880	-	-	-	-	210,000	2,292,880
Charges for Services	1,922,734	-	-	-	-	-	1,922,734
Fines & Forfeitures	71,000	-	-	-	-	-	71,000
Miscellaneous	10,000	389,126	-	-	-	555,000	954,126
Interest	230,000	-	-	-	-	470,000	700,000
Release of Committed/Assigned Fund Balance	-	-	-	100,000	(100,000)	-	-
Total General Fund Revenues	\$ 23,207,552	\$ 476,496	\$ 2,000,000	\$ 100,000	\$ (100,000)	\$ 3,200,000	\$ 28,884,048
<u>Appropriations</u>							
Non-Departmental	\$ 817,024	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,817,024
City Council	258,494	-	-	-	-	-	258,494
City Manager	901,785	-	-	-	-	-	901,785
Finance	970,819	-	-	-	-	-	970,819
Human Resources	436,714	-	-	-	-	-	436,714
Information Technology	873,426	-	-	-	-	-	873,426
Municipal Court	542,487	-	-	-	-	-	542,487
Community & Economic Development	1,411,171	-	-	-	-	-	1,411,171
Police Operations	5,394,584	87,370	-	-	-	-	5,481,954
School Resource Officer	542,311	-	-	-	-	-	542,311
School Crossing Guard	19,865	-	-	-	-	-	19,865
Victims Rights	98,135	-	-	-	-	-	98,135
Beaufort Fire	6,069,619	389,126	-	-	-	227,000	6,685,745
Public Works	485,367	-	-	-	-	-	485,367
Streets & Traffic	1,108,770	-	-	-	-	(100,000)	1,008,770
Facilities Maintenance	759,832	-	-	-	-	-	759,832
Solid Waste	1,125,115	-	-	-	-	171,000	1,296,115
Debt Service	1,843,232	-	-	-	-	-	1,843,232
Transfers Out	-	-	-	100,000	(100,000)	-	-
Total General Fund Appropriations	\$ 23,658,750	\$ 476,496	\$ 2,000,000	\$ 100,000	\$ (100,000)	\$ 298,000	\$ 26,433,246

EXHIBIT B

Consolidated FY24 Revised Budget

	General Fund	ARPA Fund	Parks & Tourism Fund	Stormwater Fund	State Accommodations Fund	Fire Impact Fund	TIF II Fund	Capital Project Fund	Total
Revenues	\$ 28,884,048	\$ 100,000	\$ 5,538,852	\$ 1,332,779	\$ 800,000	\$ 405,000	\$ 100,000	\$ 8,794,785	\$ 45,955,464
Transfers In	63,750	-	-	-	-	-	-	17,471,391	17,535,141
Issuance of Revenue Bonds	-	-	6,945,000	-	-	-	-	-	6,945,000
Total Other Financing Sources	63,750	-	6,945,000	-	-	-	-	17,471,391	24,480,141
Release of Committed Fund	1,465,476	-	-	-	-	-	-	-	1,465,476
Release of Fund Balance	-	4,577,485	75,000	1,655,915	30,000	-	3,625,054	1,245,866	11,209,320
Salaries	\$ 10,038,643	\$ -	\$ 1,851,930	\$ 413,857	\$ 17,226	\$ -	\$ -	\$ -	\$ 12,321,656
Benefits	3,766,377	-	716,025	174,512	6,675	-	-	-	4,663,589
Operating	10,253,213	215,091	1,683,199	232,610	712,349	-	-	-	13,096,462
Capital	452,570	500,000	120,600	-	-	-	-	27,512,042	28,585,212
Debt	1,922,443	-	309,098	511,800	-	129,239	-	-	2,872,580
Total Expenditures	\$ 26,433,246	\$ 715,091	\$ 4,680,852	\$ 1,332,779	\$ 736,250	\$ 129,239	\$ -	\$ 27,512,042	\$ 61,539,499
Transfers Out	1,078,028	3,962,394	7,020,000	1,655,915	93,750	-	3,725,054	-	17,535,141
Total Other Financing Uses	1,078,028	3,962,394	7,020,000	1,655,915	93,750	-	3,725,054	-	17,535,141
Contribution to Fund Balance	-	-	-	-	-	275,761	-	-	275,761
Net (Deficit) Surplus	\$ 2,902,000	\$ -	\$ 858,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,760,000



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/21/2024
FROM: Alan Eisenman, Finance Director
AGENDA ITEM TITLE: Ordinance to Amend FY25 Budget for Revenues and Expenditures of General Fund, ARPA Fund and Capital Projects Fund - First Reading
MEETING DATE: 8/27/2024
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The fiscal year 2025 budget amendment includes the following items:

1. The City was recently awarded a State and Local Cybersecurity Grant Program for \$46,208 for multi-factor authentication implementation, security awareness and phishing training.
 2. The Headquarters Fire Station 1 traffic signal is not fully functional, needs replacement and impacts public safety. The traffic signal replacement was budgeted for \$100,000 in fiscal year 2024, but the bid received was higher than anticipated. The City would like to allocate \$150,000 for this emergency project and use General Fund committed fund balance for capital equipment, which has a balance of \$1,269,000 as of June 30, 2023. Please see attached memo for further detailed information.
 3. The City was notified that utility relocation for Allison Road project cannot be submitted for reimbursement under the SCDOT TAP grant. The City's portion of this project with Dominion Energy is \$255,645. The City has non-standard service fund within the General Fund restricted fund balance with a balance of \$330,668 as of June 30, 2023.
 4. The City requests \$600,000 from ARPA funds for construction related to Phase A and Phase B to the Duke Street Project.
 5. The City would like to budget \$250,000 from ARPA funds for Waterfront Park Relieving Platform consulting services.
-

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends Council's consideration to approve first reading of budget ordinance. The second reading will occur on September 10th.

ATTACHMENTS:

Description	Type	Upload Date
Budget Amendment	Cover Memo	8/21/2024
Fire Station 1 Traffic Signal Memo	Cover Memo	8/21/2024

ORDINANCE

AN ORDINANCE TO AMEND CITY OF BEAUFORT ORDINANCE 2024/11 REGARDING THE FISCAL YEAR 2024-2025 CITY OF BEAUFORT BUDGET TO PROVIDE FOR THE REVENUES AND EXPENDITURES OF GENERAL FUND, ARPA FUND, AND CAPITAL PROJECTS FUND.

WHEREAS, Section 5-7-260 of the South Carolina Code of Laws requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

WHEREAS, on June 11, 2024, the City of Beaufort (hereinafter “City”) adopted Ordinance No. 2024/11 which set the City’s FY 2024- 2025 budget and associated expenditures; and

WHEREAS, the City received a \$46,208 South Carolina Law Enforcement Division grant for information technology security improvements; and

WHEREAS, it is necessary for the City to allocate \$150,000 for an emergency public safety traffic signal replacement at Fire Station Headquarters from the General Fund; and

WHEREAS, it is necessary for the City to obligate \$255,645 for utility relocation for Allison Road project from General Fund; and

WHEREAS, it is necessary for the City to budget \$600,000 from ARPA funds for construction related to Duke Street Construction Project; and

WHEREAS, it is necessary for the City to appropriate \$250,000 from ARPA funds for consulting services for Waterfront Park Relieving Platform; and

WHEREAS, it is necessary and proper to appropriate, obligate, and budget funds for the above-referenced items; and

WHEREAS, in compliance with South Carolina law and in the interest of maintaining good accounting practices and transparency in the budget process, it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

NOW, THEREFORE, BE IT ORDAINED by the City of Beaufort Council that the FY 2024-2025 City of Beaufort Ordinance 2024/11 is hereby amended by the addition of the following, such that the General Fund FY25 Budget and the Consolidated FY25 Revised Budget are as shown on Exhibits A and B, hereto:

SECTION 1. AMENDMENT

General Fund

Revenues

Intergovernmental	\$ 46,208
Use of General Fund Fund Balance for Vehicle and Equipment Replacement- Fire Station Traffic Signal Replacement	150,000
Use of General Fund Restricted Fund Balance for Utility Non-Standard Service Fee - Allison Road Project	255,645

Total Revenues	<u>451,853</u>
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Expenditures

Information Technology department- Operating	46,208
Public Works- Streets & Traffic- Capital	150,000
Transfers Out- Release of Restricted General Fund Balance for Utility Non-Standard Service Fee- Allison Road Project	255,645

Total Expenditures	<u>451,853</u>
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ARPA Fund

Expenditures

Transfers Out- Duke Street Streetscape Project- Construction Phases A and B	600,000
Transfers Out- Waterfront Park Relieving Platform- Consulting Services	250,000

Total Expenditures	<u>\$ 850,000</u>
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Capital Projects Fund

Revenues

Transfers In- Allison Road Project	255,645
Transfers In- Duke Streetscape Project- Construction Phases A and B	600,000
Transfers In- Waterfront Park Relieving Platform- Consulting Services	250,000
Federal Grants- Allison Road Project	(255,645)

Total Revenues	<u>\$ 850,000</u>
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Expenditures

Capital- Duke Street Streetscape Project- Construction Phases A and B	600,000
Capital- Waterfront Park Relieving Platform- Consulting Services	250,000

Total Expenditures	<u>\$ 850,000</u>
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SECTION 2. EFFECTIVE DATE

This Ordinance shall be effective upon its enactment by the City Council for the City of Beaufort.

PHILIP E. CROMER, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1ST Reading August 27, 2024

2nd Reading & Adoption _____

Attachments:

- A. General Fund FY25 Budget
- B. Consolidated FY25 Revised Budget

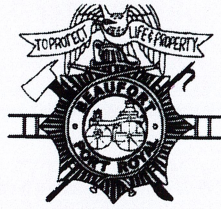
EXHIBIT A**General Fund FY25 Budget**

	Adopted FY25 Budget	Budget Amendment #2	Revised FY25 Budget
<u>Revenues</u>			
Property Taxes	\$ 9,598,632	\$ -	\$ 9,598,632
Licenses & Permits	6,870,000	-	6,870,000
Intergovernmental Revenue	3,854,181	46,208	3,900,389
Franchise Fees	2,258,000	-	2,258,000
Charges for Services	2,056,665	-	2,056,665
Fines & Forfeitures	64,000	-	64,000
Miscellaneous	110,000	-	110,000
Interest	550,000	-	550,000
Total General Fund Revenues	\$ 25,361,478	\$ 46,208	\$ 25,407,686
<u>Appropriations</u>			
Non-Departmental	\$ 822,823	\$ -	\$ 822,823
City Council	345,321	-	345,321
City Manager	952,161	-	952,161
Finance	1,000,850	-	1,000,850
Human Resources	554,368	-	554,368
Information Technology	1,025,621	46,208	1,071,829
Municipal Court	637,050	-	637,050
Community & Economic Development	1,455,846	-	1,455,846
Police Operations	5,703,134	-	5,703,134
School Resource Officer	624,561	-	624,561
School Crossing Guard	23,470	-	23,470
Victims Rights	113,246	-	113,246
Beaufort Fire	6,773,028	-	6,773,028
Public Works	503,580	-	503,580
Streets & Traffic	1,035,281	150,000	1,185,281
Facilities Maintenance	828,479	-	828,479
Solid Waste	1,401,015	-	1,401,015
Debt Service	1,845,353	-	1,845,353
Transfers Out	-	255,645	255,645
Total General Fund Appropriations	\$ 25,645,187	\$ 451,853	\$ 26,097,040

EXHIBIT B

Consolidated FY25 Revised Budget

	General Fund	ARPA Fund	Parks & Tourism Fund	Stormwater Fund	State Accommodations Fund	Fire Impact Fund	TIF II Fund	Capital Project Fund	Total
Revenues	\$ 25,407,686	\$ 302,306	\$ 5,480,500	\$ 1,368,717	\$ 969,333	\$ 105,000	\$ 180,000	\$ 10,906,687	\$ 44,720,229
Transfers In	70,416	-	-	-	-	-	-	11,845,421	11,915,837
Total Other Financing Sources	70,416	-	-	-	-	-	-	11,845,421	11,915,837
Release of Committed Fund Balance	618,938	-	-	-	-	-	-	-	618,938
Release of Fund Balance	-	4,312,280	6,027,349	1,364,480	30,000	-	129,000	813,201	12,676,310
Salaries	\$ 10,478,363	\$ 100,000	\$ 1,908,435	\$ 413,681	\$ 16,728	\$ -	\$ -	\$ -	\$ 12,917,207
Benefits	4,384,300	43,972	846,815	208,751	6,752	-	-	-	5,490,590
Operating	8,346,141	65,000	1,711,049	232,685	875,437	-	-	-	11,230,312
Capital	642,443	143,334	238,933	-	-	-	209,000	23,565,309	24,799,019
Debt	1,990,148	-	969,601	513,600	-	63,654	-	-	3,537,003
Total Expenditures	\$ 25,841,395	\$ 352,306	\$ 5,674,833	\$ 1,368,717	\$ 898,917	\$ 63,654	\$ 209,000	\$ 23,565,309	\$ 57,974,131
Transfers Out	255,645	4,262,280	5,833,016	1,364,480	100,416	-	100,000	-	11,915,837
Total Other Financing Uses	255,645	4,262,280	5,833,016	1,364,480	100,416	-	100,000	-	11,915,837
Contribution to Fund Balance	-	-	-	-	-	41,346	-	-	41,346
Net (Deficit) Surplus	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



City of Beaufort/Town of Port Royal Fire Department
MEMORANDUM

To: Scott Marshall, City Manager *SM 8/20/24*

From: Tim Ogden, Fire Chief *TO*
Nathan Farrow, Public Works Director *NF*

Date: August 20, 2024

Subject: Fire Station 1 Traffic Signal

The Headquarters Fire Station 1 traffic signal has been in place for well over thirty years and allows for a safe, quick access of emergency vehicles onto Ribaut Road. The current signal system is not fully functional and needs replacement.

We are requesting funding of this signal replacement for the following reasons:

1. The current system is not fully functional. The left, right Opticom and caution light are inoperable.
2. The Ribaut Road traffic light does not meet SCDOT standards for height and hangs lower than the normal signal height and is routinely hit by tall vehicles.
3. Parts are not available to make repairs to this antiquated system.
4. Call volume and traffic volume are increasing every year for Fire Station 1, which houses Engine 1 and our Battalion Chief.
5. A fully functional system will allow for quicker response times and allow for emergency vehicles to move through traffic more efficiently and safely.

This traffic signal was slated for replacement in FY24 but fell short due to a low number of bids at a higher than anticipated cost. Now we have a current bid on design and possible vendors for installation, please consider moving forward with a FY25 budget amendment for emergency funds to complete this much needed infrastructure.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/21/2024
FROM: JJ Sauve
AGENDA ITEM TITLE: An ordinance approving the grant of a Utility Easement encumbering real property owned by the City Of Beaufort, South Carolina to Beaufort Jasper Water and Sewer Authority.
MEETING DATE: 8/27/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

BJWSA will be taking over a 6ft waterline and fire hydrant being installed at Southside Park. This easement is for maintenance of these utilities.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	8/21/2024
Easement	Exhibit	8/21/2024

ORDINANCE 2024/

An Ordinance Approving the Grant of A Utility Easement Encumbering Real Property Owned By The City Of Beaufort, South Carolina To Beaufort Jasper Water And Sewer Authority.

WHEREAS, the City of Beaufort, South Carolina (hereinafter “City”) owns a parcel of Real Property containing 34.15 acres, more or less, known as Southside Park and shown as Parcel C on that certain plat entitled “Boundary Survey Showing Lot Live Revision of Parcel B and C, Waste Water Treatment Plant, Southside Boulevard” prepared by David E. Gasque, R.L.S., dated January 15, 2014, last revised August 14, 2014, a copy of which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 142 at Page 181 (hereinafter “Property”);

WHEREAS, the City wishes to grant an easement on the Property to Beaufort Jasper Water and Sewer Authority (hereinafter “BJWSA”) for the purpose of maintenance of various water and/or sewer mains, service lines, and associated fixtures;

WHEREAS, City Council believes it is in the best interest of the City, and its citizens, to authorize the grant of such an easement to BJWSA, and to give authority to the City Manager to execute the Utility Easement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE CITY COUNCIL, in accordance with the foregoing, that the City Manager is authorized to execute the Utility Easement attached hereto as Exhibit A, and to execute such other documents as are necessary to effectuate the grant of the easement as described in the Utility Easement.

DONE, RATIFIED AND ENACTED this ____ day of _____, 2024.

Philip E. Cromer, Mayor
City of Beaufort, South Carolina

Traci Guldner
City Clerk, City of Beaufort, South Carolina

Reviewed as to form by Benjamin T. Coppage, City Attorney on August 21, 2024

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) UTILITY EASEMENT

THIS AGREEMENT made this ____ day of _____, 2024, by and between The City of Beaufort, a Municipal Corporation (hereinafter referred to as "Grantor") of 1911 Boundary Street, Beaufort, SC 29902, and Beaufort-Jasper Water & Sewer Authority of 6 Snake Road, Okatie, South Carolina 29909 (hereinafter referred to as "Grantee").

WHEREAS, the Grantor is the owner of the property described herein, located in the City of Beaufort, Beaufort County, South Carolina; and

WHEREAS, Grantor desires to grant to Grantee a permanent utility easement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and no other valuable consideration, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents, subject to the terms and conditions contained herein, does bargain, sell, convey, transfer and deliver unto GRANTEE, its successors, assigns and licensees, a permanent utility easement and right-of-way, including perpetual rights to enter upon the real estate hereinafter described, for the purposes intended herein, to-wit: to enter upon, construct, re-construct, enlarge, extend, inspect, operate, replace, relocate, repair, and perpetually maintain upon, over, along, across, through, and under the Easement Area, various water and/or sewer mains and service lines, manholes, hydrants, valves, meters, and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business, or that of municipal, public or private systems, for the provision of water and/or sewer services to the Grantor's property or adjacent properties, together with the right of ingress, egress, and access to and from, and across and upon lands of Grantor as may be necessary or convenient for the purposes connected therewith. The premises shall be leveled and graded and restored to substantially the same condition after any construction or subsequent maintenance or repair as at commencement of use insofar as possible, at the expense of the Grantee.

Together with the right, from time to time, to trim, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land, within the Easement Area; provided, however, any damage to the property of the Grantor (other than that caused by trimming, cutting, or removing) caused by Grantee in maintaining or repairing said water and/or sewer main and service lines, manholes, hydrants, valves, meters, and appurtenances shall be borne by such Grantee. The parties to this Agreement agree that if any patching or repair and/or replacement of pavement and/or curbing is required as a result of the actions of the Grantee, said patchwork will be the responsibility of the Grantee. Notwithstanding the foregoing, Grantee will be responsible to repair and/or replace any other damage such Grantee causes to other utility lines servicing the Grantor's property.

The permanent easement and right-of-way hereby granted to the Grantee consists of two (2) strips of land, hereinafter described on property as "Easement Area" on the drawing referenced herein, and more particularly described as follows (herein referred to as "Easement Area"):

ALL those certain pieces, parcels or strips of land situate, lying and being in the City of Beaufort, Beaufort County, South Carolina, being depicted and described as two (2) hash-marked strips each being depicted and noted as "15' BJWSA Utility Easement" on that certain drawing titled "Southside Park - Phase I Playground Area Improvements", dated 08/16/2024 and prepared by Davis & Floyd, Plan / Design Engineer, a copy of which is attached hereto and incorporated herein.

The property above-described being a portion of the property acquired by the Grantor by Deed dated January 5, 2016, and recorded on January 13, 2016, in Records Book 3455 at Page 2704, Beaufort County, South Carolina Register of Deeds Office.

TAX REF: R120 008 000 0015 0000(portion of)

The Grantor shall have the right to use the above-described Easement Area for purposes not inconsistent with the Grantee's full enjoyment of the rights hereby granted, provided that the Grantor, without the expressed written permission of the Grantee, shall not erect or construct any building or other structure thereon; maintain or permit any underground or overground system of piping, poles or wiring within such Easement Area; make use of the facilities installed, buried, erected or constructed thereon; nor drill or operate any well or septic system within such Easement Area.

AND ALSO, the Grantor agrees to provide no less than ten (10) days' prior notice to the Grantee in the event Grantor intends to grant any additional utility easements within the above-described Easement Area. This provision is intended to provide the parties with the opportunity to timely effect coordination between Grantee and any prospective third-party easement grantee in order to preclude damage to the infrastructure of Grantee situated within the Easement Area.

To have and to hold said permanent easement unto the Grantee, its Designees, Successors and Assigns, forever.

Grantor hereby covenants with the Grantee that it is lawfully seized and possessed of the real estate above-described, that it has good lawful right to convey it, or any part thereof, and that it will forever warrant and forever defend the title thereto against the lawful claims of its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand and seal of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTOR:

THE CITY OF BEAUFORT
A Municipal Corporation

witness signature

BY: _____
(authorized signature)

(print name of witness)

(print name)

Notary Public signature

ITS: _____
(print title)

(print name of Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

I, _____ (Notary Public) do hereby certify that The City of Beaufort, a Municipal Corporation, by _____ (Name), its _____ (Title), personally appeared before me this date and, in the presence of the other witness herein, acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this ____ day of _____, 2024.

(Notary Public signature)

(printed name of Notary Public)

Notary Public for South Carolina

My Commission Expires: _____

WITNESS the hand and seal of the undersigned the date and year first above written.

IN THE PRESENCE OF:

GRANTEE:
BEAUFORT-JASPER WATER & SEWER
AUTHORITY

witness signature

BY: _____
(authorized signature)

(print name of witness)

(print name)

Notary Public signature

ITS: _____
(print title)

(print name of Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGEMENT

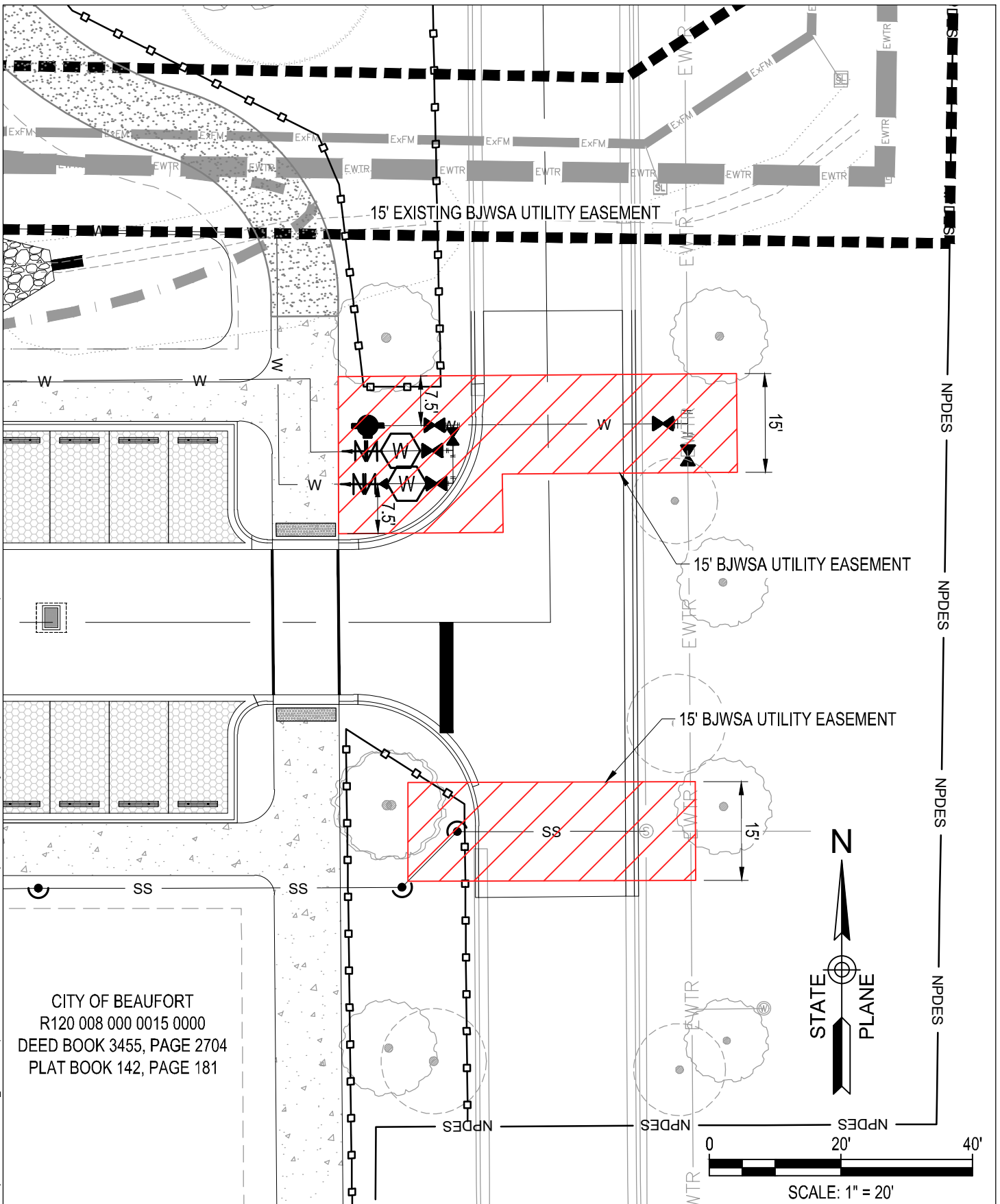
I, _____ (Notary Public) do hereby certify that Beaufort-Jasper Water & Sewer Authority, by _____ (Name), its _____ (Title), personal appeared before me this date and, in the presence of the other witness herein, acknowledged the due execution of the foregoing instrument.

SWORN TO BEFORE ME, this _____ day of _____, 2024.

(Notary Public signature)

(printed name of Notary Public)
Notary Public for South Carolina
My Commission Expires: _____

G:\Users\brandon.a.turske\p\32024-00\Production\Civil\Drawings\Exhibits\2024-08-07_BJWSA Utility Easement\Exhibit\032024_00-BJWSA Utility Easement Exhibit.dwg, 8/20/2024, 10:07:55 AM, brandon a. turske, pe



CITY OF BEAUFORT
R120 008 000 0015 0000
DEED BOOK 3455, PAGE 2704
PLAT BOOK 142, PAGE 181

DESIGNED BAT	CHECKED SRW	OWNER CITY OF BEAUFORT	DRAWING TITLE BJWSA UTILITY EASEMENT EXHIBIT	DATE 08/20/2024
DRAWN BAT	APPROVED SRW			
DAVIS & FLOYD PLAN DESIGN ENGINEER DAVISFLOYD.COM		PROJECT TITLE SOUTHSIDE PARK - PHASE I PLAYGROUND AREA IMPROVEMENTS	SKETCH REFERENCE SHEET C-400	JOB NO. 032024.00
		PROJECT LOCATION BEAUFORT, SC 29902		EXH-1
		261	PAGE 1 OF 1	



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/2/2024
FROM: Scott Marshall, City Manager
AGENDA ITEM Memorandum of Understanding with Beaufort County for Boundary Street - Logan
TITLE: Vista Maintenance
MEETING 8/27/2024
DATE:
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Staff was approached by Beaufort County Passive Parks to gauge the City's interest in entering into a maintenance agreement for property pending purchase by the Beaufort County Rural & Critical Lands Program. The property is located at 2729 and 2735 Boundary Street, which are adjacent parcels that border the waterfront vista on Highway 21 entering the City. The property was purchased to keep an open vista and no development will be allowed on it.

These properties are within close proximity to 2635 Boundary Street, which was purchased by the City of Beaufort, together with Open Land Trust, in 2023.

PLACED ON AGENDA FOR: Action

REMARKS:

The maintenance of the property would be limited in scope to basic landscaping, since it will not be developed and no utilities will be located on it.

Staff recommends approval of this MOU, whose initial term is 5 years.

ATTACHMENTS:

Description	Type	Upload Date
MOU for Boundary Street Vista Mx	Cover Memo	8/19/2024
Logan Property Map	Cover Memo	8/19/2024

c. **Use.** The City shall maintain the Property for a scenic view only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups, or organizations to use the Property to provide, promote or otherwise facilitate the use of the Property for any other purposes.

d. **Maintenance.** The City intends to maintain the Property on a regular schedule that follows other properties the City maintains as follows:

- a. Mowing/weed eating of grounds;
- b. Blowing debris from the access drive and sidewalk; and
- c. Pickup and removal of litter.

The County will, at its expense, repair any County-installed improvements, and investigate and resolve any tree safety issues reported to the County by the City or the public.

5. **UTILITIES.** There are no utility costs currently associated with use on the Property. If any improvements made to the property result in utility costs, the County shall be responsible for payment of said utilities unless otherwise agreed in writing by the parties.

6. **REPORTING AND CONTACTS.** The City will inform the County via phone call or email of any vandalism, damage or maintenance needs within 24 hours of identification. All notices provided to be given under this MOU by either party to the other, shall be deemed to have been fully given when telephonic or written communication is made as follows:

County Contact:	City Contact:
Stefanie Nagid, Passive Parks Director	Nathan Farrow, Public Works Director
124 Lady's Island Drive	1911 Boundary Street
Beaufort, SC 29907	Beaufort, SC 29902
(843) 255-2152	(843) 525-7094
snagid@bcgov.net	Nfarrow@cityofbeaufort.org

7. **INSURANCE.** The County will at all times maintain a policy of tort and/or general liability insurance in the same amount, and of the same nature and type, as it carries and pays for on all other public facilities which it has an ownership interest in. The City may only be held liable for such damages which arise from its provision of maintenance described herein.

8. **DISPUTES.** If a party to this MOU determines that the other party is not compliant with the terms of this MOU, the claiming party shall notify the other party of the same with a First Notice and request for compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such noncompliance with a Second Notice and request for corrective action. If the noticed party fails to cure the noncompliance within sixty (60) days after receipt of the Second Notice, the parties the noticing party may terminate the MOU.

9. **TERMINATION.** Either party shall have the right to terminate this MOU for any reason upon sixty (60) days prior written notice beginning with the delivery to the designated contact for the other party, as designated in Paragraph 6, above.

10. OTHER PROVISIONS.

a. ***Mutual Cooperation.*** The Parties shall cooperate with each other and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this MOU.

b. ***Amendment or Modification.*** This MOU cannot be amended or modified orally or by a single party. No amendment or modification to this MOU shall be made unless it is in writing and signed by both Parties to this MOU.

c. ***Enforceability.*** This MOU serves as a recital of the Parties intended plans for the maintenance of the Property. The parties do not intend to create a binding contract by executing this MOU.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each provision hereof, the Parties have caused this MOU to be executed on the Effective Date.

WITNESSES:

BEAUFORT COUNTY

Michael Moore
County Administrator

WITNESSES:

CITY OF BEAUFORT

Scott M. Marshall
City Manager

Exhibit A

Property Parcel Map

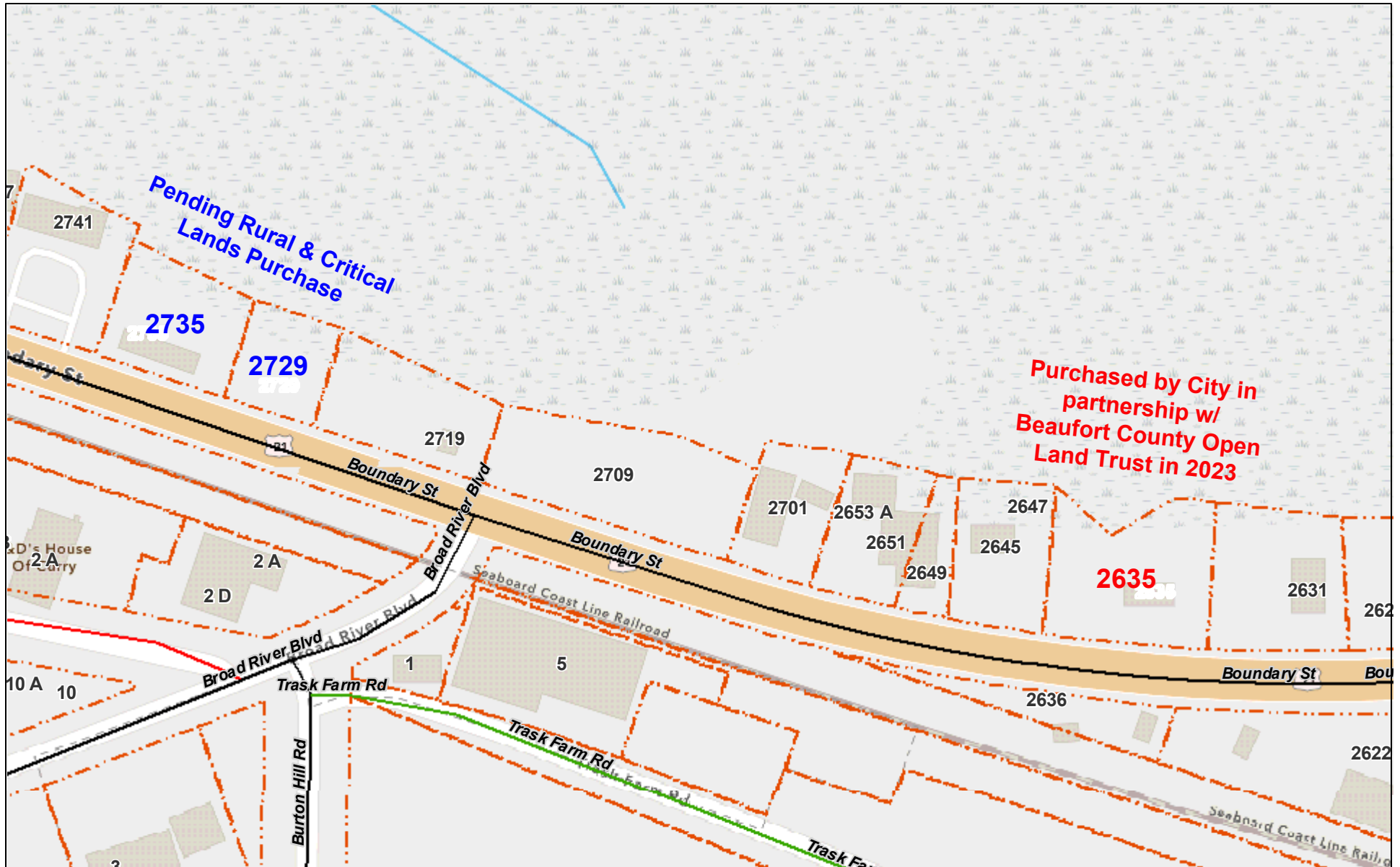
The property is shown as the highlighted portion of the parcel map below, which illustrates the Property as shown by January 2024 aerial photography. Structures and personal property shown on the aerial photography have been removed from the property by the previous landowner as of _____, 2024.

Boundary Street Logan



Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METUNASA, USGS, EPA, NPS, US Census Bureau, USDA | ArcGIS WebAppBuilder

ArcGIS Web Map

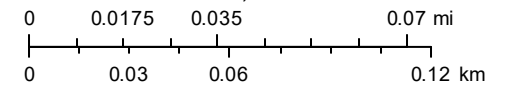


8/19/2024, 10:11:39 AM

Road Classifications

- STATE, PAVED
- COUNTY, PAVED
- PRIVATE, PAVED
- LiveParcels

1:2,257





CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Scott Marshall, City Manager
AGENDA ITEM TITLE: Resolution to support the recommendation to the Governor of South Carolina for the nomination of the Beaufort County "Carolina Bight" estuary system in the National Estuary System
MEETING DATE: 8/27/2024
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

About the National Estuary Program

- EPA's NEP is a non-regulatory program that improves the waters, habitats and living resources of 28 estuaries across the country.
- Each NEP develops and implements a long-term plan (referred to as a Comprehensive Conservation and Management Plan (CCMP)) based on local priorities to guide their efforts.
- The NEPs involve community members in the decision-making process.

Attached for informational purposes is an Overview of the National Estuary Program as well as a map of current estuaries included in the program.

PLACED ON AGENDA FOR: Action

REMARKS:

Beaufort County Council passed an identical resolution in May 28, 2024.

ATTACHMENTS:

Description	Type	Upload Date
"Carolina Bight" Resolution	Resolution Letter	8/19/2024
About the NEP	Backup Material	8/19/2024
NEP National Map	Backup Material	8/19/2024

**A RESOLUTION TO SUPPORT THE RECOMMENDATION TO THE GOVERNOR OF SOUTH
CAROLINA FOR THE NOMINATION OF THE BEAUFORT COUNTY "CAROLINA BIGHT"
ESTUARY SYSTEM INTO THE NATIONAL ESTUARY SYSTEM**

WHEREAS, Beaufort County's unique estuary, the "Carolina Bight," comprises ten rivers, two sounds, and 175,000 acres of salt marsh; and

WHEREAS, the "Carolina Bight" is a one-of-a-kind estuary providing an invaluable habitat for wildlife while its tidal waters sustain a nutrient rich environment and serve as fish nurseries, seasonal stopovers for migratory birds, and breeding grounds for species from oysters to sharks and marine mammals and reptiles; and

WHEREAS, two major U.S. Marine Corps installations and a Navy Support Facility are located within the estuary system; and

WHEREAS, the "Carolina Bight" executes a crucial role in sheltering Beaufort County and our people from storms and rising sea level, stabilizing shorelines, preventing erosion, filtering our water, and storing carbon in our salt marsh at 10 times the rate of tropical forests; and

WHEREAS, the estuary ecosystem of Beaufort County not only serves to provide natural resiliency for our community, but it also provides valuable commercial, recreational, and subsistence fishing for many while protecting our precious assets; and

WHEREAS, due to high tidal range, high salinity, abundance of salt marsh, and low freshwater infiltration, Beaufort County's "Carolina Bight" is a unique estuary system of national significance; and

WHEREAS, the Gullah Geechee community continues to have a close relationship with the Sea Islands and waterways of the county as a pillar of their singular culture; and

WHEREAS, the National Estuary Program seeks to protect and improve waters, habitats, and resources of the estuary; and the "Carolina Bight" is clearly a national resource for study, research, and education.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beaufort, South Carolina recommends the governor of South Carolina nominate the "Carolina Bight" estuary system for inclusion in the National Estuary Program.

This resolution shall be effective this 27th day of August 2024

Philip E. Cromer, Mayor

Attest:

Traci Guldner, City Clerk

About the National Estuary Program

- EPA's NEP is a non-regulatory program that improves the waters, habitats and living resources of 28 estuaries across the country.
- Each NEP develops and implements a long-term plan (referred to as a Comprehensive Conservation and Management Plan (CCMP)) based on local priorities to guide their efforts.
- The NEPs involve community members in the decision-making process.

Overview

The NEP is a non-regulatory program established by Congress under section 320 of the Clean Water Act (CWA) in 1987 to pioneer a broad and innovative approach to respond to threats to estuaries.

The National Estuary Program (NEP) is an EPA place-based program to protect and restore the water quality and ecological integrity of estuaries of national significance. Currently, 28 estuaries located along the Atlantic, Gulf, and Pacific coasts and in Puerto Rico are designated as estuaries of national significance. These NEPs were selected after national solicitations seeking nominations to the program and are located in a variety of institutional settings, including state and local agencies, universities and individual nonprofits. In overseeing and managing the national program, EPA provides annual funding, national guidance and technical assistance to the local NEPs.

In keeping with section 320 of the CWA, the 28 NEPs develop and implement Comprehensive Conservation and Management Plans (CCMPs), which are long-term plans that contain sustained actions to protect and restore water quality and living resources. CCMPs identify a study area or geographic boundary within which the plan is focused and actions are implemented under Section 320 of the Clean Water Act. The challenges, priorities, and actions in the CCMP reflect the study area and are determined by local, city, state, federal, private and non-profit stakeholders.

Each NEP has a Management Conference (MC) that consists of diverse stakeholders and uses a collaborative, consensus-building approach to implement the CCMP. Moreover, each MC ensures that the CCMP is uniquely tailored to the local environmental conditions and is based on local input, thereby supporting local priorities.

For more information on CCMPs and other lessons learned in conducted watershed planning for National Estuary Programs, please see the [Community-Based Watershed Management Handbook](#).

The National Estuary Program Designation Process

When the EPA periodically calls for nominations to bring on new NEPs State governors in which the estuary and its watershed are located submit the nomination to the EPA Administrator. The EPA considers available funding along with unaddressed new geographic areas (e.g., States without NEPs) and new environmental issues before seeking a call for nominations. The last call was in 1995.

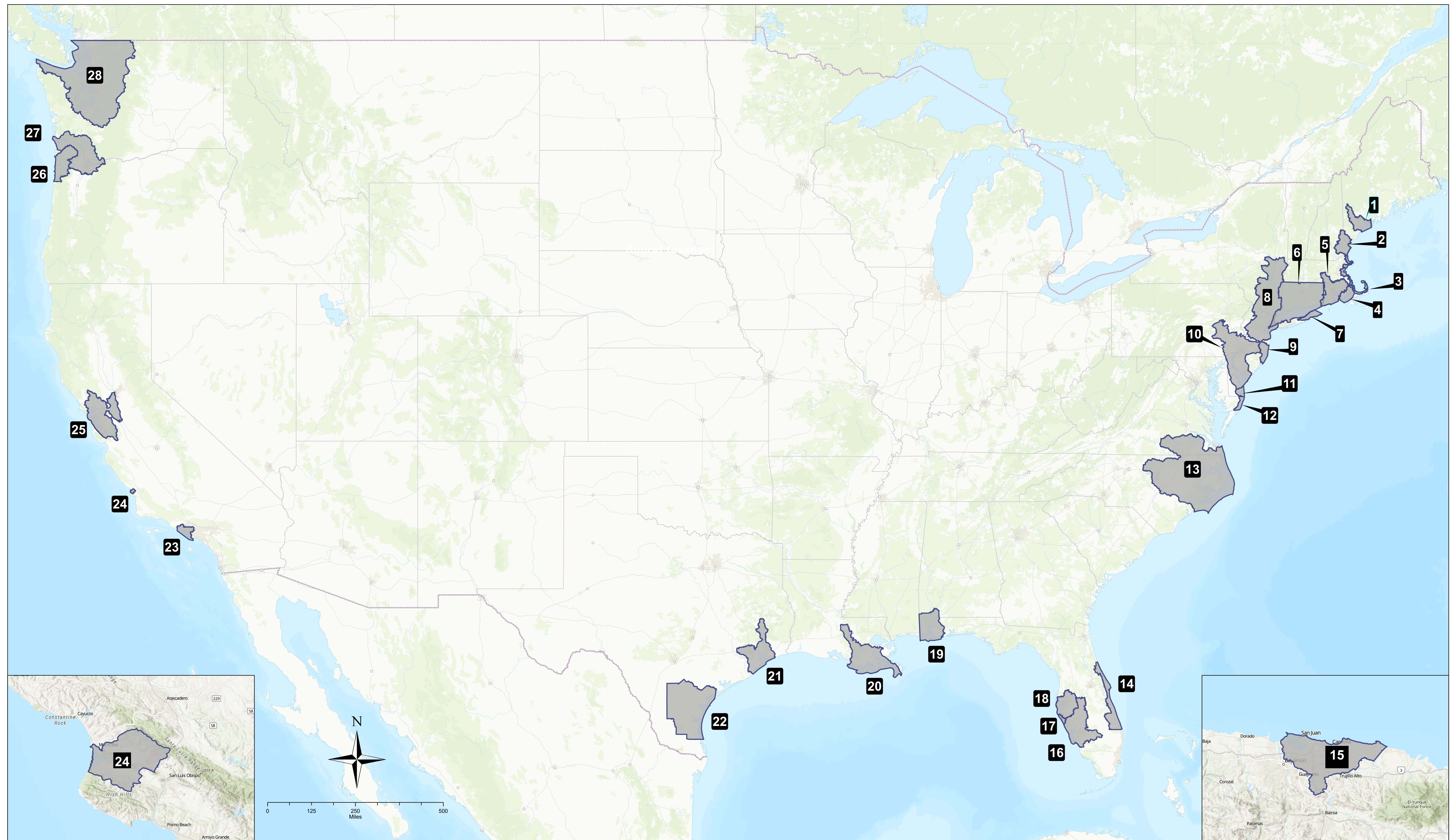
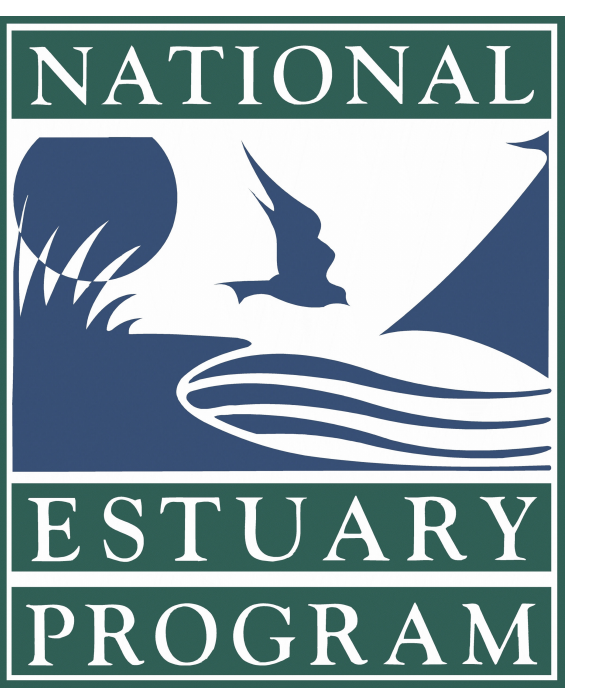
When calling for nominations, the EPA conducts a public, fair, and transparent competitive process. This public nomination process enables the EPA to consistently evaluate how a nominated estuary would offer opportunities to advance the national program by bringing innovative approaches, covering different geographic areas, and addressing new or challenging environmental issues among other evaluation factors—including how joining the program would support the model of meeting both local and Clean Water Act priorities, if designated. Nominations begin formally when the governor(s) of the state or states in which the study area is located submits a package to the EPA Administrator based on specific critical elements outlined in the call for nominations. Critical elements of the nomination include:

- demonstrating significant environmental need to protect and restore the nominated estuary;
- committing to fully develop a National Estuary Program consistent with Section 320 of the Clean Water Act;
- committing resources to support a program, if selected, with long-term matching funds and other resources;
- identifying a lead entity to manage the program;
- demonstrating strong state and local long-term support from a wide range of partners and stakeholders;
- engaging in the development and implementation of an EPA approved Comprehensive Conservation and Management Plan (CCMP).

Estuaries of National Significance selections are approved and announced by the EPA Administrator, which enables eligibility for funding to support the development and implementation of the CCMPs. Please note this is for informational purposes only. **The EPA is not actively seeking new nominations at this time.**



National Estuary Program Study Areas



- | | | | |
|--|--|--|---|
| 1 Casco Bay Estuary Partnership | 8 New York - New Jersey Harbor Estuary Program | 15 San Juan Bay Estuary Program | 22 Coastal Bend Bays and Estuaries Program |
| 2 Piscataqua Region Estuaries Partnership | 9 Barnegat Bay Partnership | 16 Coastal and Heartland National Estuary Partnership | 23 Santa Monica Bay National Estuary Program |
| 3 Massachusetts Bays National Estuary Program | 10 Partnership for the Delaware Estuary | 17 Sarasota Bay Estuary Program | 24 Morro Bay National Estuary Program |
| 4 Buzzards Bay National Estuary Program | 11 Delaware Center for the Inland Bays | 18 Tampa Bay Estuary Program | 25 San Francisco Estuary Partnership |
| 5 Narragansett Bay Estuary Program | 12 Maryland Coastal Bays Program | 19 Mobile Bay National Estuary Program | 26 Tillamook Estuaries Partnership |
| 6 Long Island Sound Study | 13 Albemarle-Pamlico National Estuary Partnership | 20 Barataria-Terrebonne National Estuary Program | 27 Lower Columbia Estuary Partnership |
| 7 Peconic Estuary Partnership | 14 Indian River Lagoon National Estuary Program | 21 Galveston Bay Estuary Program | 28 Puget Sound Partnership |



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM Spoken word ministries request co-sponsorship and approval to host a prayer event at
TITLE: the Waterfront Park pavilion on September 20, 2024, from 6:00 pm -9:00 pm
MEETING
DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Spoken word ministries request co-sponsorship and approval to host a prayer event at the Waterfront Park pavilion on September 20, 2024, from 6:00 pm -9:00 pm.
They would just like to invite the public to pray together for the city and the country.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Waterfront park prayer	Cover Memo	8/19/2024



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

Phone: 843-379-7519

Fax: 843-986-5606

Name of Event: <u>PRAYER</u>	Date(s) of Event: <u>SEPT 20, 2024</u> Setup start/end time: <u>6PM - 9PM</u> Actual event start/end time: <u>6PM - 9PM</u> Take down start/end time: <u>9PM</u>
Organization/Individual Name: <u>SHUKER WOOD MINISTRIES</u>	Address: <u>42 KEMPINOCK RD</u> <u>SEABROOK, SC</u> Telephone: <u>843-812-8794</u> Email: <u>gordon.hunter@seabrook.net</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Downtown Operations 500 Carteret St. Suite B2 Beaufort, SC

29902, or scan and email to events@cityofbeaufort.org.

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-379-7519 or visit our website at www.cityofbeaufort.org

Is event open to the public? yes

Will admission be charged, or donation required? no

Will alcoholic beverages be sold? no Served? no

Will food be sold? no Served? no

Will there be any retail sales? no

Number of people expected to attend: 75

Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time cannot be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Circle of Palms/ Dining	\$ 200.00	\$ 400.00	
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	
Pavilion	\$ 350.00	\$ 600.00	
Green 1	\$ 300.00	\$ 500.00	
Green 2	\$ 500.00	\$ 800.00	
Electric Fee	\$ 75.00	\$ 100.00	
Entire Park			\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

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

Did you know?

BEAUFORT PRIDE OF PLACE is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070

Liability Insurance

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

General Liability as follows:

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

Alcohol

- To serve alcohol or liquor at your event, you must obtain City Council approval.
 - If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070.
- City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

*(Note that alcohol consumption in city parks is prohibited with limited exception depending on location and subject to City Council approval and waiver of ordinances, obtaining applicable permits, enforcement services, etc.). In addition, the use of grills, fryers, and other combustible equipment is subject to approval and in some cases/locations strictly prohibited.

*The use of slip and slides, balloons, and confetti are prohibited. In addition, staking of items into the ground are prohibited.

Bon H. vents
Lessee/Applicant Signature

AUG 12, 2004
Date

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

Downtown Operations

Date Application Received

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

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event PRAYER

Date of Event: SEPT 20
OCT 12

Contact person: BON HUNTER
Telephone: 843-812-8994

Please check all that apply.

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

**If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? 501C3

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

Events Coordinator Recommendation: Approved: _____ Denied: _____

Explanation: _____

Forward for Council Deliberation: _____
Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/19/2024
FROM: Ashley Brandon
AGENDA ITEM TITLE: Spoken word ministries request co-sponsorship, a waiver of the noise ordinance, and approval to host a prayer event at the Whitehall Park pavilion on October 12, 2024, from 1:00 pm - 5:00 pm
MEETING DATE: 8/27/2024
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Spoken word ministries request co-sponsorship, a waiver of the noise ordinance, and approval to host a prayer event at the Whitehall Park pavilion on October 12, 2024, from 1:00 pm - 5:00 pm. This is prayer event open to the public. They will be praying for our city and country. There will be music and singing.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval

ATTACHMENTS:

Description	Type	Upload Date
Prayer event Whitehall	Cover Memo	8/19/2024



CITY OF BEAUFORT
Whitehall Park Application
Downtown Operations & Community Services Department 500
Carteret St Ste. B2 Beaufort, SC 29902
Phone: 843-525-7084

Name of Event: <u>PRAYER</u>	Date(s) of Event: <u>OCT. 12, 2024</u> Setup start/end time: <u>1 PM</u> Actual event start/end time: _____ Take down start/end time: <u>5 PM</u>
Organization/Individual Name: <u>SPOKEN WORD MINISTRIES</u>	Address: <u>42 KENAS NECK RD</u> <u>SEABROOK, SC.</u> Telephone: <u>843-812-8994</u> Email: <u>gapanonhunter@</u> <u>SPRATLINK.NET</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- *Deposits are refundable provided the venue is returned in the same condition it was received.*

Please mail completed application to:

City of Beaufort, Attn: Linda Roper, 500 Carteret St. Suite B2 Beaufort, SC 29902,

or scan and email: events@cityofbeaufort.org

All events must abide and are governed by the City's Special Events Policy. To discuss specifics of the policy, contact the Events Coordinator at 843-525-7084 or visit our website at www.cityofbeaufort.org

Is event open to the public? yes

Will admission be charged, or donation required? no

Will alcoholic beverages be sold? no Served? no

Will food be sold? no Served? no

Will there be any retail sales? no

Number of people expected to attend: 100

Will you be using a tent? no

Will you have music? yes

Areas of the Whitehall Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time cannot be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WHITEHALL PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Pavilion	\$ 350.00	\$ 600.00	
Event Lawn	\$ 500.00	\$ 800.00	
Pavilion & Event Lawn			\$2,500.00
Electric Fee	\$ 75.00	\$100.00	
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$2,250.00

Did you know?

BEAUFORT PRIDE OF PLACE is a community involvement initiative that helps improve and develop quality of life throughout the city. Individuals, organizations, and visitors can get involved by donating money, equipment or time to assist the City with neighborhood improvement projects, youth programs, upgrading infrastructure and beautifying parks.

If you or your organization are interested in learning more about the program, volunteering or making a monetary or in-kind donation, please contact the City Manager's office @ 843-525-7070 or visit, <http://Cityofbeaufort.org/270/Beaufort-Pride-of-Place> **THANK YOU!**

Liability Insurance

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

General Liability as follows:

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

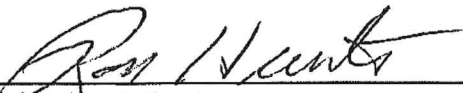
Alcohol

•To serve alcohol or liquor at your event, you must obtain City Council approval.
•If alcohol is served at your event, specific approval must be obtained by the City Manager and liquor liability insurance coverage is required with a minimum of \$1,000,000 per occurrence in coverage. The City of Beaufort must be listed as insured on the policy. If you have questions about the required liquor liability insurance coverage and listing the City as an additional insured, please contact the City Manager's office at (843)-525-7070.
City of Beaufort does not provide nor obtain insurance coverage for any special events. It is the responsibility of the event organizer to obtain and pay for proper insurance coverage.

If you will be using a tent please be aware that all tents must be weighted and not staked.

No balloons are allowed on park property.

****Please be aware that parking is limited to 60 spaces only. You cannot park outside of the park grounds****


Lessee/Applicant Signature

Nov 12, 2024
Date

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

Events Coordinator – City of Beaufort

Date Application Received

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

REQUEST FOR CO-SPONSORSHIP

Henry C. Chambers Waterfront Park

Name of Event PRAYER

Date of Event: SEPT 20
OCT 12

Contact person: RON DUNTER
Telephone: 843-812-8994

Please check all that apply.

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

**If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? 501C3

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

Events Coordinator Recommendation: Approved: _____ Denied: _____

Explanation: _____

Forward for Council Deliberation: _____
Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____

