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CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL REGULAR MEETING AGENDA
September 12, 2023

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. Stephen D. Murray III, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mayor Pro Tem, Mike McFee

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Proclamation proclaiming September 17 - 23, 2023, as Constitution Week

IV. PUBLIC COMMENT

V. PUBLIC HEARING

- A. Amending Section 10.7.3.A., Membership, Terms and Compensation of the Beaufort Code, for the Historic Review Board to remove the Historic Beaufort Foundation Seat nomination
- B. Amending Section 2.8.5; Section 7.2.1; Section 9.1.4; 9.8.2, Development Process Approvals; Section 9.16, Metropolitan Planning Commission reference to amendments and rezoning; Section 10.2.1, Changes to Metropolitan Planning Commission organization, Powers and Duties; Section 10.8.2, Design Review Board, Board Rules and Powers; to stand a City only Planning Commission with the powers of the Design Review Board and to disband the Design Review Board with revisions of the Beaufort Code

VI. MINUTES

- A. Worksession - August 15, 2023
- B. Worksession and Regular Meeting - August 22, 2023

VII. OLD BUSINESS

- A. Ordinance amending Part 5, Chapter 4, Section 5-4032.2, Flood Damage Prevention Ordinance of the City Code of Ordinances, South Carolina Department of Natural

Resources' Model Flood Damage Prevention Ordinance, to address Non-Residential Construction - 2nd reading

- B. Ordinance amending Section 10.7.3.A., Membership, Terms and Compensation of the Beaufort Code, for the Historic Review Board to remove the Historic Beaufort Foundation Seat nomination - 2nd reading

VIII. NEW BUSINESS

- A. Request to host the Gullah Geechee Corridor Heritage Celebration on Saturday, October 14, 2023 from 7:30 am - 5:30 pm with street closure and waiver of noise ordinance.
- B. Request from Beaufort County Veteran's Affairs to host Veteran's Day Parade and street closures on Saturday, November 11, 2023, from 9:00 am to 12:00 pm
- C. Request from Open Land Trust for Street Closure, waiver of Drinking in Public and waiver of Noise Ordinance to host Brunch on the Bluff on Saturday, April 27, 2024, from 11:00 am to 2:00 pm
- D. A resolution to approve a Memorandum of Agreement between the City of Beaufort and Beaufort County for a Feasibility Study, Conceptual Design, and Cost Estimate for a Joint Fire/EMS Facility at 135 Ribaut Road
- E. Ordinance to amend Section 2.8.5; Section 7.2.1; Section 9.1.4; 9.8.2, Development Process Approvals; Section 9.16, Metropolitan Planning Commission reference to amendments and rezoning; Section 10.2.1, Changes to Metropolitan Planning Commission organization, Powers and Duties; Section 10.8.2, Design Review Board, Board Rules and Powers; to stand a City only Planning Commission with the powers of the Design Review Board and to disband the Design Review Board with revisions of the Beaufort Code to reflect said changes - 1st reading
- F. Ordinance authorizing the execution and delivery of an encroachment and easement agreement and other matters related thereto - 1st reading
- G. Ordinance to approve a purchase agreement for Lot AA in the Beaufort Commerce Park - 1st reading
- H. Resolution approving the purchase of real property located at 2635 Boundary Street, PIN R100 029 000 002C 0000
- I. Appointments/Reappointments to Boards, Commissions and Committees

IX. REPORTS

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

X. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/23/2023
FROM: Traci Guldner, City Clerk
AGENDA ITEM TITLE: Proclamation proclaiming September 17 - 23, 2023, as Constitution Week
MEETING DATE: 9/12/2023
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

The proclamation is being requested by Missy Thorpe, Thomas Heyward Jr. Chapter, of the Daughters of the American Revolution.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Backup Material	8/23/2023



PROCLAMATION

WHEREAS, September 17, 2023, marks the two hundred thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week, and

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 12th day of September 2023.

STEPHEN D. MURRAY III, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/23/2023
FROM: Curt Freese, Community and Economic Development Director
AGENDA ITEM TITLE: Amending Section 10.7.3.A., Membership, Terms and Compensation of the Beaufort Code, for the Historic Review Board to remove the Historic Beaufort Foundation Seat nomination
MEETING DATE: 9/12/2023
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

The notice of the Public Hearing was published in the Beaufort Gazette on August 10, 2023.

A copy of the ordinance can be found under the Old Business Section of the Agenda.

PLACED ON AGENDA FOR: *Discussion*

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Memo	Backup Material	8/23/2023
Tracked changes 10.7.3.a	Backup Material	8/23/2023



CITY OF BEAUFORT
Community Development Department

SCOTT MARSHALL
City Manager

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CURT FREESE
Community Development
Director

Date: August 22, 2023

From: Curt Freese, Community Development Director

To: City Council

ISSUE: HBF Seat On HRB

BACKGROUND:

Section 10.7.3, The code section in question states: "One of the 5 members [of] the Historic Review Board shall be recommended by the Historic Beaufort Foundation." This sentence under the text amendment recommendation to the City of Beaufort Development Code, would be removed. The recommendation came out of the City Council's Code Edit Work-sessions. If removed, this means that City Council would be free to appoint all five seats of the Historic Review Board (HRB) at large, regardless of a nomination or connection to the Historic Beaufort Foundation (HBF). Since proposed, both City Council and the MPC have heard long and detailed testimony on the text amendment. On July 17, 2023, the MPC recommended with a 5-1 vote to not accept the recommendation to change Section 10.7.3, regarding HBF's nomination of a Historic Review Board seat.

ANALYSIS:

While the City of Beaufort has for many decades benefited from the expertise and passion the Historic Beaufort Foundation has shown to the historic district, Staff believes the removal of the seat is good public policy for the following reasons:

- ✓ This is the only seat on any board or commission in the city in which an outside organization is entitled to their own nomination of a member/seat.
- ✓ HBF is an outside organization, and their goals and motivations are set by their Board and leadership. Allowing such an entity to have a seat on a pivotal board, may grant the organization unfair influence as compared to an individual candidate at large. If for example, a large developer, or an environmental non-profit group were given similar seats at the PC or DRB, Staff assumes it would be felt such seats



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CURT FREESE
Community Development
Director

granted these organizations unfair influence over decisions that affected citizens and property owners of the City.

- ✓ HBF is still free to nominate and endorse prospective HRB members to the City Council, and their nomination can be public to the citizens and council should they do so.
- ✓ HBF is free to continue to provide its lobbying, passion, and expertise to all matters within the Historic District as it currently does, but would do so with the same power as any other organization or citizen.

RECOMMENDATION: APPROVE TEXT AMENDMENT REMOVING HBF NOMINATION FROM SECTION 10.7.3 OF THE CITY OF BEAUFORT DEVELOPMENT CODE

10.7.3 MEMBERSHIP, TERMS, AND COMPENSATION

- A. **Number, Composition:** The HRB shall consist of 5 members with an interest, competence, or knowledge in historic preservation. All HRB members shall be residents of the city, own property in the city, or own or operate a business in the city. To the extent that such is available in the community, 2 members shall, be professionals in the disciplines of historic preservation, architecture, landscape architecture, history, architectural history, planning, archeology, or related disciplines. Three of the members shall either live or own property in the Historic District. ~~One of the 5 members [of] the Historic Review Board shall be recommended by the Historic Beaufort Foundation.~~
- B. **Terms, Appointment:** All members shall be appointed by the City Council for terms of 3 years. All terms shall end on June 30 of the applicable year and members must continue to serve until their successors are appointed.
- C. **Term Limits:** No member may serve for more than 2 successive terms, except for extraordinary circumstances where the City Council believes it to be in the best interest of the community to have a particular member continue for a specific period of time. This limitation shall not prevent any person from being appointed to the HRB after an absence of 1 year. Service for a partial term of less than 1½ years shall not constitute a term of service for purposes of this section.
- D. **Vacancies:** Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment.
- E. **Removal:** The City Council may remove any member of the HRB for cause.
- F. **Compensation:** Members shall serve without pay. Members may be reimbursed for actual expenses incurred in the performance of their duties from available funds approved in advance by the Administrator.

(Ord. No. O-15-20 , 6-23-2020)



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/6/2023
FROM: Curt Freese, Community Development Director
AGENDA ITEM TITLE: Amending Section 2.8.5; Section 7.2.1; Section 9.1.4; 9.8.2, Development Process Approvals; Section 9.16, Metropolitan Planning Commission reference to amendments and rezoning; Section 10.2.1, Changes to Metropolitan Planning Commission organization, Powers and Duties; Section 10.8.2, Design Review Board, Board Rules and Powers; to stand a City only Planning Commission with the powers of the Design Review Board and to disband the Design Review Board with revisions of the Beaufort Code
MEETING DATE: 9/12/2023
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

Please See Staff Report

The notice of Public Hearing appeared in the Beaufort Gazette on August 29, 2023.

PLACED ON AGENDA FOR: Discussion

REMARKS:

Please See Staff Report

ATTACHMENTS:

Description	Type	Upload Date
Memo	Cover Memo	9/6/2023



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City Manager

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CURT FREESE
Community Development
Director

Date: September 12, 2023

From: Curt Freese, Community and Economic Development Director

To: City Council

ISSUE: Beaufort Development Code Changes

BACKGROUND:

The Beaufort Development Code was adopted in 2017 with a forward thinking form-based structure to regulate development. In the five years since it was adopted, numerous issues have percolated to the surface that will require updates and revisions to the code. Stakeholders, from developers, board and council members to staff members and others, all identified numerous changes that must be addressed. A Code Workshop process was initiated with City Council to bring forward amendments. This process started on March 21, 2023, and has continued with public meetings on the third Tuesday of every month. The code amendments herein proposed for formal MPC recommendation, all have been discussed and vetted during these public meetings. The first few months were spent on an overview of the code, and changes to Chapters 9 and 10, which involve process and development review bodies.

PROPOSED AMENDMENTS

CREATING A CITY-ONLY PLANNING COMMISSION

Analysis: Staff is recommending the creation of a city-only Planning Commission and withdrawal from the MPC, a regional Planning Commission with Port Royal and the County.

- A majority of members would be voting on projects who are not residents of the city.
- The MPC was established to resolve annexation debates between the respective agencies, but the adoption and adherence to the Northern Regional Beaufort County Plan has resolved many of these issues.
- The City Development Code (and Port Royal and the County's) are long and complicated.
- The city is providing all administrative support to the MPC, as well as hosting the meetings.



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Community Development
Director

- Few cases from the County are being sent to the MPC.
- A City only PC is more responsive and reflective of its citizens views, than a regional council.
- Regional Planning Commissions are now relatively rare around the country for many of the reasons listed.
- A City only PC allows the City to consolidate approval processes and add the powers of the DRB.

Changes from 7/17/23 MPC Meeting

Staff made the following revisions based on Commissioner and Citizen comments:

- 1) Added the powers of the new PC.
- 2) Changed requirements of commissioners to include residency of the city or operating a business.
- 3) Changed requirements that 4 of the seven members must have specific expertise.

Code references

- Section 2.8.5 MPC reference to PUD's;
- Section 7.2.1 MPC references to Streets;
- Section 9.1.4 Process table;
- Section 9.16 MPC reference to Amendments and Rezoning;
- Section 9.8.2 Development process approvals.
- Section 10.2.1 changes to MPC organization, powers and duties.

DISBANDMENT OF THE CITY DRB, AND MERGING THEIR POWERS INTO THE NEW PLANNING COMMISSION

ANALYSIS: Staff is recommending the city disband the City's Design Review Board and place the powers of the DRB into the new City-only Planning Commission.

- Multiple approval boards make for confusing and complicated process for Staff, citizens and developers.
- Major Site Plans with the Form Based code have infrastructure needs not suited for review by an architectural board.
- The DRB approval process has been cumbersome since its creation, with some projects taking years to obtain a final approval.



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Community Development
Director

Note: no revisions since MPC meeting. Staff has consulted with both City attorneys, who both are clear there is nothing in State Statute precluding the City from placing the powers to approve Site Plans, formerly held by the DRB, into the new City PC.

CODE REFERENCES

- Section 10.8.2, DRB, Board rules and powers
- Section 9.8.2 Development Process and approvals
- Section 9.1.4, Table of Approval processes

CHANGES IN APPROVAL PROCESS FOR ITEMS IN REDEVELOPMENT OVERLAY, STAFF/DRB LEVEL APPROVALS

ANALYSIS: Staff is recommending major revisions to staff level approvals and those approvals from the new PC which would be assumed from the DRB.

- Adding all commercial approvals to a public hearing (previously only some went to the DRB) before PC
- Changing multi-family approvals, to be consistent with subdivision standards (from 24 units which required down to 10 units would require a public hearing).
- Dropped the requirement that commercial renovations require a public hearing and made this a Staff approval. Concern over the cost and uncertainty involved with a public meeting to make improvements to an existing property.
- Added a public comment period for the Boundary Street Overlay and Bladen Street Overlay.

Note: no revisions since MPC meeting.

CODE REFERENCES

- Section 9.8.2 Development Process/Redevelopment District
- Section 10.8.2 DRB process
- Section 9.1.4, Table of Approval processes



City Council Special Meeting and Worksession Meeting Minutes – Planning Conference Room – 1st Floor

August 15, 2023

I. CALL TO ORDER

5:00 PM

Stephen D. Murray III

Members of Council in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, Josh Scallate and Mayor Murray.

II. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

- A. Proclamation proclaiming August 19 - 26, 2023, as USCB Sand Shark Week.

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

All were in favor, motion carried.

III. NEW BUSINESS

- A. Request from USCB to close Newcastle Street from Boundary Street to Calhoun Street and request waiver of the Noise Ordinance to host a Welcome Back to Campus Block Party on Tuesday, August 22, 2023, from 5:00 pm to 11:00 pm.

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

All were in favor, motion carried.

IV. DISCUSSION ITEMS

- A. Beaufort Development Code Changes regarding Zoning.

Curt Freese, Community and Economic Development Director went over several areas and their issues within the Code that dealt with zoning. He stated that these are concerns from citizens, developers and staff. Amendments will be brought back at the September and October worksessions for review, and recommendations will then be sent to the Metropolitan Planning Commission. He said that zoning is the regulation of uses.

Height Transition

Mr. Freese stated that Height in Transect Districts is the most common complaint. Height in T-4 and T-5 districts are 4-5 stories and may seem out of place when being placed in some surrounding neighborhoods that are only 1 to 2 stories tall. Some potential changes would be to create a height transition requirement, and to revise the height requirements of the specific districts.

The following addressed Council:

Jeremiah Smith - Historic Review Board Chair
Benjie Morillo - Design Review Board Chair
Dianne Farrelly - 2415 Oak Haven Street
Lise Sundrla - Historic Beaufort Foundation
Ben Sellers - 2415 Oak Haven Street

Staff will move forward with creating a height transition requirement along with a distance requirement between the structures. Staff will reach out to other local jurisdictions to see what their experiences have been on this issue.

Missing Middle/Lack of Mixed Uses

Mr. Freese reported that many of the new projects being brought forth are single use, such as apartment complexes and shopping centers. He stated that single use projects are contrary to the goals of a form-based code. A form-based code encourages walkable, well-designed neighborhoods, with multiple residential product types. A potential change would be to require a mixture of uses for projects that are over a certain minimum size, such as 5 acres or more.

The following addressed Council:

James White - 521 New Street
Paul Trask - 608 Bladen Street
Courtney Worrell - 303 Associates
Ian Scott, Beaufort Chamber of Commerce
Jeremiah Smith - Historic Review Board Chair
Dianne Farrelly - 2415 Oak Haven Street
Lise Sundrla - Historic Beaufort Foundation
Kay Merrill - 813 Audusta Place

Staff will look at all the uses in the existing districts to heavily encourage more mixed-use development and attainable housing options.

Accessory Dwelling Units

There was discussion on Accessory Dwelling Units and how they provide options to create attainable housing. The current requirements are spread out in the code and are not consistent per district. One potential change would be to add Accessory Dwelling Units as standalone use with requirements to make it easier for the addition of one of these units to be developed.

Staff will regulate the design standards of all Accessory Dwelling Units.

RMX/T5-UC Split District:

Mr. Freese stated that the T5-UC is the strictest and densest urban transect, while RMX is more of a suburban based district. There is no code criteria in place to choose which standard is to be followed, and they both have different requirements. The current administration is requiring a developer to pick one of the standards in the beginning. It is not recommended to ever have a split zoned lot. A few changes could be to eliminate the split zoning or set a clear process from the beginning by choosing between the two districts, including that if some urban characteristics already exist, the T5-UC district must be adhered to.

The following addressed Council:

Benjie Morillo - Design Review Board Chair
Lise Sundrla - Historic Beaufort Foundation
Courtney Worrell - 303 Associates
Paul Trask - 608 Bladen Street.

Staff will move forward with creating criteria for choosing between the RMX and T5-UC Districts.

Storage Uses in T-4/T-5:

Mr. Freese said that Storage uses are not specifically called out in the zoning use category in the table of permitted uses. Storage can be made to look urban, but would the use be more appropriate in an Industrial District, and not in a high visibility area. One proposed change is to remove the storage use from the Transect Districts of T-5/RMX and T-4.

The following addressed Council:

Courtney Worrell, 303 Associates
Lise Sundrla, Historic Beaufort Foundation
Ian Scott, Beaufort Chamber of Commerce
Benjie Morillo, Design Review Board Chair

Staff will move forward with amendments that will only allow Storage use in the Industrial Zones and remove them from the Transect Districts.

Cleanup of Sections 3.3 - 3.9

These sections can be improved to include relabeling and classifying what is a special exemption and what is a conditional use. Some uses are restricted within the context of the section, and not in the table of uses. This is the only section that references specific requirements for T4-NA.

Staff will rewrite and organize these sections based on conditional uses and special exceptions. They will also better organize the T4-NA standards. They need to be more predictable and more streamlined as laid out in the Civic Master Plan.

V. ADJOURN

7:14 PM

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

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.



City Council Worksession

Meeting Minutes – Planning Conference Room – 1st Floor

August 22, 2023

I. CALL TO ORDER

5:01PM

Mayor Stephen D. Murray III

Members of Council in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, Josh Scallate, and Mayor Murray.

II. EMPLOYEE NEW HIRE RECOGNITION

A. Police Department.

Stephenie Price, Deputy Police Chief, introduced Andrew Clementoni, Esmeralda Martinez, and Joshua Taylor.

III. PRESENTATIONS

A. Update on the Downtown/Point Drainage Project.

Neal Pugliese, Project Manager, and Michael Horton, Engineer with Davis and Floyd, gave an update on the Downtown/Point Drainage Project.

Mr. Pugliese started off by saying that the “go ahead” has been received to do the design and permitting on King Street. Davis and Floyd are under contract to work on Bayard Street. The Port Republic Project is currently with the South Carolina Office of Resilience (SCOR). He stated there is the potential of having eight projects going on concurrently within the City. This is in addition to the Downtown/Point Drainage Project. The improvements on the Downtown/Point Drainage Project are expected to be highly disruptive. The conclusion date of the project is July 2026. He spoke about the Beaufort Inn Project that is taking place at the same time as the Drainage Project. They have reached out to the engineers of the other project to make sure they are deconflicting.

Mayor Murray inquired about the SCOR office and their track record with managing other projects.

Mr. Pugliese said that they have an experienced manager and that they are managing 26 other projects as well. He stated that the City will be assisting in every way possible.

Carrie Gorsuch, Infrastructure Project Support Coordinator, reported that the City will be sitting in on every meeting that occurs during the life of these projects.

Mr. Horton then went over the priority ranking along with grant funds that have been received to date and their statuses.

1. King Street - \$9,460,299.00.

2. Charles/Craven Streets - \$7,527,351.00.
3. Port Republic/Carteret Streets - Combined with the above.
4. Bayard Street - \$800,000.00.
5. Washington/Carteret Streets - TBD.

Mr. Horton then went over the mitigating impacts to the public that included concurrent project scheduling, traffic control, and utility services interruptions. Some of the other impacts are early engagement of stakeholders, pre-application field reviews/meetings, and agency follow-ups.

Councilman Mitchell commented on the public engagement and notification portion and thinks it is very important and necessary.

Mayor Murray asked if sea level rise were factored into these designs.

Mr. Horton replied by saying yes, they were. Pipe size and pump stations are being designed for these occurrences.

Gene Grace, 509 North Street addressed Council.

A copy of the presentation is included with these minutes.

IV. DISCUSSION ITEMS

A. Joint Emergency Medical Services and Fire Facility at 135 Ribaut Road.

Tim Ogden, Fire Chief, started off by saying this is the first step in exploring the opportunity to relocate Beaufort County Emergency Services (EMS) base facility on Depot Road to the current Headquarters location for the Fire Department at 135 Ribaut Road. The Fire Station that was built in 1985 needs renovations. EMS is looking to relocate their current headquarters location. The first phase is an agreement where a feasibility study, conceptual design and estimated construction costs would be done. This draft has been reviewed by both parties and both legal teams.

Councilman Scallate believes this is an excellent opportunity. The draft seems fair and well written.

Chief Ogden stated that this would allow everyone to train together, live together and would foster a better working relationship.

Mayor Pro Tem, McFee, mentioned that when the International City/County Management Association (ICMA) report was done about seven years ago, the recommendation back then was to have one combined location.

Scott Marshall, City Manager, stated that Beaufort County is handling procurement at this stage, then there will be two agreements that will follow. One for construction and the other for occupancy.

Staff will bring forward for implementation.

B. Electric Vehicle charging resiliency capability.

Mayor Murray gave some back ground information on how this topic came about. He asked what our roll is as a public entity. How do we think about this in a strategic way and a regulatory standpoint. Mike Vogel, with a Citizen Climate Group, has been sending literature about grant

opportunities. Do we stand up a task force, ask citizens to volunteer and give them a specific scope of work and ask them to come back with reports and options.

Carrie Gorsuch, Infrastructure Project Support Coordinator, said that after reading some of the rules of the grant, she had quite a few questions. She reported that you must have personnel that are certified to work and operate these charging units. There is a big push from the Department of Energy because they want charging stations all the way from Maine to Florida on the I95 corridor. We missed one of the requirements by a distance of two miles. She recommends this be a County Wide initiative. She also mentioned that South Carolina already has a written plan.

The following addressed Council:

Kate Schaefer, Open Land Trust
Grant McClure, Coastal Conservation League

V. EXECUTIVE SESSION

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

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

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

No actions from Executive Session.

VI. ADJOURN

7:05 PM

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

August 22, 2023

I. CALL TO ORDER

7:05 PM

Mayor, Stephen D. Murray III

Members of Council in attendance - Neil Lipsitz, Mike McFee, Mitch Mitchell, Josh Scallate and Mayor Murray.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem, Mike McFee

III. CITY COUNCIL ORGANIZATION

A. Appointment of City Attorney.

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

Benjamin T. Coppage is appointed the City Attorney for a two-year term. His term will expire on August 22, 2025.

All were in favor, motion carried.

IV. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Proclamation proclaiming August 31, 2023, as International Overdose Awareness Day.

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

All were in favor, motion carried.

V. PUBLIC COMMENT

Daniel Blackmon, 1010 Duke Street, thanked those who helped with getting the speed limit lowered in the Northwest Quadrant.

Julie Matthews, 2602 North Street, stated that there is an on-going speeding problem in her neighborhood and inquired if more assistance can be given by the Police Department.

VI. MINUTES

A. Worksession and Regular Meeting - July 11, 2023.

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

Minutes approved as presented.

VII. NEW BUSINESS

A. Request for a Public Assembly for Historic Beaufort Foundation to host the 2023 Fall Festival of Houses and Gardens on October 21 - 22, 2023.

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

All were in favor, motion carried.

B. Request from Fisher Films for use of the Waterfront Park and Day Dock, and the closure of the Day Dock for a movie filming on Sunday, December 10, 2023.

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

All were in favor, motion carried.

C. Request for waiver of Noise Ordinance for USCB Winter Formal held at Old Bay Marketplace on Saturday, December 9, 2023, from 8:00 pm - 12:00 am.

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

All were in favor, motion carried.

D. Request for Co-Sponsorship from Born to Read to host Yoga Under The Stars in the Henry C. Chambers Waterfront Park Contemplative Garden on Thursday, September 21, 2023, from 6:00 pm - 9:00 pm.

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

All were in favor, motion carried.

E. Request from Help of Beaufort to host the Firecracker 5k with Street/Bridge closures from 7:45 am - 9:30 am on July 4, 2024.

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

All were in favor, motion carried.

F. Request from TCL PTA Club to host Jingle All The Way 5k on the Spanish Moss Trail on Saturday, December 9, 2023, from 8:00 am - 10:30 am.

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

All were in favor, motion carried.

G. Request from Downtown Beaufort Merchants Association for street closures on October 6, 2023, beginning at 4:00 pm - 8:30 pm and waiver of Public Drinking Ordinance during the First Friday Event.

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

Linda Roper, Downtown Operations and Community Services Director, stated that this request was made after the deadline. Staff was not supportive of this request. There were other previously scheduled events taking place at the same time. Police availability to cover this event was a concern.

The following addressed Council:

James Duffy, President of the Downtown Merchants Association.
Eric and Mary Thibault.

All were against, motion denied.

- H. Ordinance amending Part 5, Chapter 4, Section 5-4032.2, Flood Damage Prevention Ordinance of the City Code of Ordinances, South Carolina Department of Natural Resources' Model Flood Damage Prevention Ordinance, to address Non-Residential Construction - 1st reading.

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

Bruce Skipper, Building Official, stated that basement like enclosures are currently very restrictive in all flood zones. They would like to add some flexibility in Shaded X and X Zones that govern these types of structures like those used in commercial businesses that do oil changes.

This was discussed in worksession on June 27, 2023.

All were in favor, motion carried.

- I. Beaufort County Sales Tax Advisory Committee Representative.

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

Dean Moss will serve as a shared representative for the City of Beaufort and Town of Port Royal.

All were in favor, motion carried.

- J. Consideration of a Resolution to adopt the City of Beaufort 2023 - 2025 Strategic Plan.

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

Councilman Mitchell noticed that on page 7, under A Safe and Vibrant City Initiatives, that the word monthly needs to be removed as the newsletter is only semi-annually.

Mayor Murray would like to see the last sentence on page 13, under Fiscal Sustainability Initiatives changed. He does not want the City to seem like they will automatically be supportive of these public projects.

Mayor Pro Tem, McFee made a motion to amend page 7, "Develop and publish a semi-annual newsletter to be mailed monthly to all City Residents" by removing the word monthly.

On page 13, changing the sentence "Support the addition of local sales tax referendums in Beaufort County to fund public projects" to read "**Evaluate the consideration of local sales tax referendums in Beaufort County to fund public projects.**" Councilman Lipsitz seconded the motion.

All were in favor of the amended motion.

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

K. Resolution to name the Boundary Street Open Space/Pocket Park located in the City of Beaufort:1st South Carolina Volunteers Park.

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

Ed Allen addressed Council on behalf of Dr. Elijah Washington as a member of the Grand Army Hall of the Republic.

Mr. Allen stated that there is a Historical Marker on the Southeast side of the National Cemetery that speaks about the 1st South Carolina Volunteers. It was placed there by the Beaufort Historical Society. He would like to see the marker moved to the location of the now 1st South Carolina Volunteers Park.

Maxine Lutz addressed Council.

A letter in support of this request is attached from Kristin Williams, Executive Director of the Open Land Trust.

All were in favor, motion carried.

L. Ordinance amending Section 10.7.3.A, Membership, Terms and Compensation of the Beaufort Code, for the Historic Review Board to remove the Historic Beaufort Foundation Seat nomination - 1st reading.

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

Curt Freese, Community and Economic Development Director stated that this was heard by the Metropolitan Planning Commission on July 17, 2023, and the vote by the MPC was to not accept the change by a vote of 5 - 1. Staff believes the removal of the seat nomination is good public policy. This is the only board in which a seat is solely nominated by a specific entity, in this case, the Historic Beaufort Foundation.

There will be a Public Hearing held on this matter during the Regular Council Meeting on Tuesday, September 12, 2023.

The following addressed Council:

Rob Montgomery, Historic Beaufort Foundation Director. A copy of his remarks are attached.

Phil Cromer, 162 Spanish Point Drive. A copy of his remarks are attached.

Ian Scott, Beaufort Chamber of Commerce Director.

Deborah Gray, 1300 Barnwell Bluff.

Paul Trask, 610 Bladen Street.

Dianne Farrelly, 2415 Oak Haven Street.

Maxine Lutz, 811 North Street.

Al Dechovitz, 401 Battery Chase

Lise Sundrla, Historic Beaufort Foundation.

Billy Keyserling, former Mayor of the City of Beaufort.

Josh Gibson, member of the Metropolitan Planning Commission.

The motion passed by a vote of 3 to 2.

For: Mayor Murray, Mayor Pro Tem, McFee and Councilman Scallate.

Against: Councilman Lipsitz and Councilman Mitchell.

VIII. REPORTS

City Manager's Report

Welcomed Ben Coppage to Team Beaufort.

Welcomed back the USCB Sand shark students, along with those from the TCL Tides.

There will be a First Friday event Downtown on September 1, 2023. The theme is Football in the South.

The Beaufort Shrimp Festival will be taking place October 6 - 7, 2023. Interested vendors can reach out to the Downtown Operations and Community Events Department.

The City offices will be closed on Monday, September 4, 2023, in observance of the Labor Day holiday.

Congratulated Mayor Murray on being elected to the Municipal Association of South Carolina's Board of Directors. He was also elected as the President of the Association of South Carolina Mayors.

Mayor's Report

Wished a great upcoming year to USCB, TCL, Beaufort County School District, and Charter Schools. Thanked the Fire Department for welcoming kids back to class.

Councilman Scallate

Reported about attending the Joint Council Meeting with the Town of Port Royal.

Will be attending the Regional Advocacy Meeting on September 6, 2023.

Will be taking classes through the Municipal Association of South Carolina on September 19, 2023.

Councilman Lipsitz

Nothing to report.

Mayor Pro Tem, McFee

Nothing to report.

Councilman Mitchell

Nothing to report.

IX. ADJOURN

9:36 PM

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

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.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/23/2023
FROM: Curt Freese, Community and Economic Development Director
AGENDA ITEM Ordinance amending Part 5, Chapter 4, Section 5-4032.2, Flood Damage Prevention
TITLE: Ordinance of the City Code of Ordinances, South Carolina Department of Natural Resources' Model Flood Damage Prevention Ordinance, to address Non-Residential Construction - 2nd reading
MEETING DATE: 9/12/2023
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

See attached memo for background information.

This was discussed during worksession on June 27, 2023.

First reading was held on August 22, 2023.

PLACED ON AGENDA FOR: Action

REMARKS:

Request Council approve the text amendment changes.

ATTACHMENTS:

Description	Type	Upload Date
Background and Analysis	Backup Material	9/8/2023
Ordinance	Backup Material	9/8/2023



SCOTT MARSHALL
City Manager

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

CURT FREESE
Community Development
Director

Date: August 22, 2023

From: Curt Freese, Community Development Director

To: City Council

ISSUE: Flood Ordinance Revisions, Section 5-4032.2, regarding non-residential construction.

BACKGROUND AND ANALYSIS:

Two recent approvals for oil change businesses, alerted City Staff to a potential issue in the code, wherein each proposed a basement to access the undersides of vehicles. The proposed amendments would add flexibility for below grade (Basements) in Shaded X and X zones for non-residential uses only. FEMA will not allow basements in the Special Flood Hazard zones. However, X and Shaded X are not in the Special Flood Hazard zone.

The original intention when the flood ordinance was adopted, was to establish a minimum flood elevation of 13' across the board for simplification. However, this did not account for the need of some businesses, like quick oil and lube types, which add a basement for equipment storage and access to the underside of vehicles, in their drive thru oil change models. Since becoming aware of the basement issue, additional businesses could benefit from the ordinance change, without creating any additional flood risk.

During the meeting, the Council inquired if such flexibility might be considered in X and Shaded X zones for residential. Staff researched the matter, and also contacted FEMA, and based on concerns with that information, chose not to bring a recommendation for residential basements forward.

RECOMMENDATION: APPROVE TEXT AMENDMENT REVISING SECTION 5-4032.2

ORDINANCE

AMENDMENT OF PART 5, CHAPTER 4, SECTION 5-4032.2, FLOOD DAMAGE PREVENTION ORDINANCE, OF THE CODE OF ORDINANCES SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES' MODEL FLOOD DAMAGE PREVENTION ORDINANCE TO ADDRESS NON-RESIDENTIAL CONSTRUCTION

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

WHEREAS, the City of Beaufort had adopted the flood damage prevention ordinance on September 28, 2004 and which was last modified on March 23, 2021; and

WHEREAS, the amendment is designed to maintain agreement with the regulations of the National Flood Insurance Program; and

WHEREAS, the South Carolina Department of Natural Resources has an October 2020 model Flood Damage Prevention Ordinance that meets the standards of Paragraph 60.3 (d) of the NFIP regulations and the SCDNR recommends passage of the October 2020 model ordinance; and

WHEREAS, adopting the language herein better serves some commercial and non-residential construction uses and buildings, without impacting flood safety;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976*, that:

The City of Beaufort amend its Flood Damage Prevention Ordinance by adding the highlighted text in section of Sec. 5-4032.2, regarding non-residential construction.

This ordinance shall become effective upon adoption.

STEPHEN D. MURRAY III, MAYOR
ATTEST:

TRACI GULDNER, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed by: _____
City Attorney

The City of Beaufort

Flood Damage Prevention Ordinance

City of Beaufort, South Carolina

CHAPTER 4. - FLOOD DAMAGE PREVENTION ORDINANCE^[7]

ARTICLE IV. - PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 5-4032. - Specific standards.

In all areas of special flood hazard (Zones A, AE, AH, AO, A1-30, V, and VE) and other areas with the potential of flooding (such as X and Shaded X zones) where base flood elevation data has been provided, as set forth in section 5-4004, or as outlined in the Duties and Responsibilities of the local Floodplain administrator 5-4023 the following provisions are required:

- (1) **Residential construction.** New construction, substantial improvement, or an addition, including an addition to a Historic Structure, the footprint of which is over thirty-three (33) percent of the footprint of the existing structure, shall have the lowest floor elevated to the most restrictive of the design elevation of 13 feet **or** the base flood elevation plus one foot of freeboard. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with sections 5-4011, 5-4023 and 5-4032 (4).
- (2) **Nonresidential construction.**
 - (a) New construction, substantial improvement, or an addition, including an addition to a Historic Structure, the footprint of which is over thirty-three (33) percent of the footprint of the existing structure, shall have the lowest floor elevated to the most restrictive of the design elevation of 13 feet **or** the base flood elevation plus one foot of freeboard. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with sections 5-4011, 5-4023, and 5-4032(4). No basements are permitted. Structures located in A-zones may be floodproofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability to resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

1-. For Businesses that would require a pit such as car washes, oil changing stations, automotive repair shops, or other similar business uses that are pre-approved by the City of Beaufort and are located within flood zones X and/or Shaded X, the lowest floor must be elevated to the design elevation of 13 feet, the base flood elevation plus one foot of freeboard, or flood proofed in lieu of elevation. Any area below 13 feet shall be made watertight with walls

substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy.

- (b) A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in section 5-4022(2)(a). A variance may be considered for wet-floodproofing agricultural structures in accordance with the criteria outlined in section 5-4045 of this ordinance. Agricultural structures not meeting the criteria of section 5-4045 must meet the nonresidential construction standards and all other applicable provisions of this ordinance. Structures which are floodproofed are required to have an approved maintenance plan with an annual exercise. The maintenance plan must be approved by the local floodplain administrator and notification of the annual exercise shall be provided to it.
- (3) **Manufactured homes.** No new manufactured homes or manufactured home parks shall be permitted in areas of special flood hazard.
- (a) Manufactured homes that are to be placed or substantially improved on sites outside a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which manufactured homes has incurred “substantial damage” as the result of a flood, must be elevated on a permanent foundation such that the lowest floor elevated to the most restrictive of design elevation of 14 feet **or** the base flood elevation plus 2 feet of freeboard and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (b) Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Section 5-4032(1) of this ordinance and must have the lowest floor elevated to the most restrictive of design elevation of 14 feet **or** the base flood elevation plus (2) two foot of freeboard and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
- (c) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, or lateral movement in accordance with section 40-29-10 of the South Carolina Manufactured Housing Board Regulations, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis at least thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height an engineering certification is required.
- (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with an approved by the local floodplain administrator and the local Emergency Preparedness Coordinator.
- (4) **Elevated buildings.** New construction or substantial improvements of elevated buildings that include fully enclosed areas that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and

which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

(a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria;

1- Provide a minimum of two (2) openings on different walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding.

2- The bottom of all openings shall be no higher than one foot above the interior or exterior grade immediately under the opening.

3- Only the portions of openings that are below the required elevation in 5-4032(1) & (2) can be counted towards the required net open area.

4- Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.

5- Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.

(b) Hazardous velocities. Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than five 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

(c) Enclosures below lowest floor

1- Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).

2- The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, must be void of utilities except for essential lighting as required for safety, and cannot be temperature controlled.

3- One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in specific standards sections 5-4032(1), (2), (3).

4- All construction materials below the required lowest floor elevation specified in specific standards outlined in sections 5-4032(1), (2), (3), (4) shall be of flood resistant materials.

(5) **Floodways**. Located within areas of special flood hazard established in section 5-4004, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

(a) No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:

1- It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local floodplain administrator.

2- A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A letter of Map Revision must be obtained upon completion of the proposed development.

(b) If section 5-4032(5)(a) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.

(c) No new manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standard of section 5-4032(3) and the encroachment standards of 5-4032(5)(a) are met.

(d) Permissible uses within floodways may include general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-rise certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

(6) Recreation Vehicles

(a) recreational vehicle is ready for highway use if it is:

- 1- on wheels or jacking system
- 2- attached to the site only by quick-disconnect type utilities and security devices;
and
- 3- has no permanently attached additions

(b) Recreation vehicles placed on sites shall either be:

- 1- on site for fewer than 180 consecutive days; or
- 2- be fully licensed and ready for highway use or **meet** the development permit and certification requirements of section 5-4031, and manufactured home standards in section 5-4032 (3), & (4).

(7) Map Maintenance Activities – The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in section 5-4004 accurately represent flooding conditions so appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:

(a) Requirement to Submit New Technical Data

- 1-For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable , but no

later than six months of the date such information becomes available. These development proposals include but not limited to:

- a Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
 - b Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
 - c Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
 - d Subdivision or large-scale development proposals requiring the establishment of base flood elevations in accordance with section 5-4033 (1).
- 2- It is the responsibility of the applicant to have technical data, required in accordance with 5-4032(7), prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
- 3- The local floodplain administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
- a Proposed floodway encroachment that increases the base flood elevation; and
 - b Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
- 4- Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to section 5-4032 (7).

(b) Right to Submit New Technical Data - The floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or planimetric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

(8) Accessory Structures – Detached accessory structures used only for parking of vehicles and storage are permitted at grade if:

- (a) In special flood hazard areas other than coastal high hazard areas (Zones A, AE, AH, AO and A1-30), they have a footprint not larger than 600 square feet in area. Walls must have openings in compliance with section 5-4032(B)(4)(a).
- (b) In coastal high hazard areas (Zones V, VE, V1-30 and VO) they are not larger than 100 square feet and in compliance with section 5-4033(4).
- (c) Anchored to resist flotation, collapse, and lateral movement.
- (d) Flood damage resistant materials used below the base elevation in accordance with Technical Bulletin 2, Flood Damage Resistant Materials Requirement.
- (e) Mechanical, electrical, and utility equipment comply with the requirements of section 5-4031(6).
- (f) Accessory structures shall be designed to have low flood damage potential.
- (g) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

- (9) **Swimming pool utility equipment rooms.** If the building cannot be built at or above the BFE, because of functionality of the equipment, then a structure to house the utilities for the pool may be built below the BFE with the following provisions:
- (a) Meet the requirements for accessory structures in section 5-4032(8); and
 - (b) The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.
- (10) **Elevators.**
- (a) Install a float switch system or another system that provides the same level of safety necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4, Elevator Installation for Buildings Located in Special Flood Hazard Areas: and
 - (b) All equipment that may have to be installed below the BFE such as counterweight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4, Elevator Installation.
- (11) **Fill** - An applicant shall demonstrate that other methods of elevation were considered and that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of section 5-4032(1) or 5-4032(2) to the most restrictive of the minimum design elevation of 13 feet or base flood elevation plus 1' of freeboard and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. In the special flood hazard area, as defined in section 5-4032, the maximum amount of fill shall not exceed 3 feet without written approval by the Administrator. The following provisions shall apply in the special flood hazard zone:
- (a) Fill may not be placed in the floodway unless it is in accordance with section 5-4032(5) & (11).
 - (b) Fill may not be placed in tidal or non-tidal wetlands without the required state and federal permits.
 - (c) Fill must consist of soil and rock materials only. Dredged material may be used as fill only upon certification of suitability by a registered professional geotechnical engineer. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.
 - (d) Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer.
 - (e) Fill slopes shall be no greater than two (2) horizontal to one vertical. Flatter slopes may be required where velocities may result in erosion.
 - (f) The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
 - (g) Fill may not be used for structural support in the coastal high hazard areas.

(h) Will meet the requirements of FEMA Technical Bulletin 10-01, Ensuring That Structures Build on Fill in or Near Special Flood Hazard Areas Are Reasonably Safe from Flooding.

(i) All off-site fill shall be tested for Total Petroleum Hydrocarbons (TPH), Benzene, Toluene, Ethyl Benzene, and Xylene (BTEX) and full Toxicity Characteristic Leaching Procedure (TCLP) including ignitability, corrosivity and reactivity. Fill shall contain a maximum of 100 parts per million (ppm) of total hydrocarbons (TPH) and a maximum of 10 ppm of the sum of Benzene, Toluene, Ethyl Benzene and Xylene and shall pass the TCPL test. Determine TPH concentrations by using EPA 600/4-79/020 method 418.1. Determine BTEX concentrations by using EPA SW-846. 3-3 Method 5030/8020. Perform TCLP in accordance with TCLP from a composite sample of material from the borrow site, with at least one test from each borrow site. Within 24 hours of conclusion of physical tests, submit 3 copies of the test results, including calibration curves and results of calibration tests and approved by our storm water staff before being placed on site within the City of Beaufort's jurisdiction. A Geo Tech firm could also provide the testing and 3rd party testing as an alternate for the City's storm water staff.

(12) Standards for Subdivision Proposals and other development –

- (a) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.
- (b) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (c) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage.
- (d) The applicant shall meet the requirement to submit technical data to FEMA in section 5-4032(7) when a hydrologic and hydraulic analysis is completed that generates base flood elevations.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 8/23/2023
FROM: Curt Freese, Community and Economic Development Director
AGENDA ITEM TITLE: Ordinance amending Section 10.7.3.A., Membership, Terms and Compensation of the Beaufort Code, for the Historic Review Board to remove the Historic Beaufort Foundation Seat nomination - 2nd reading
MEETING DATE: 9/12/2023
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

See attached memo for background information and analysis.

First reading was held on August 22, 2023.

PLACED ON AGENDA FOR: Action

REMARKS:

Request Council approval of the text amendment changes.

ATTACHMENTS:

Description	Type	Upload Date
memo	Backup Material	8/23/2023
Ordinance	Backup Material	8/23/2023
Tracked changes 10.7.3.a	Backup Material	8/23/2023



CITY OF BEAUFORT
Community Development Department

SCOTT MARSHALL
City Manager

1911 BOUNDARY STREET
BEAUFORT, SC 29902
(843) 525-7011
FAX (843) 986-5606

CURT FREESE
Community Development
Director

Date: August 22, 2023

From: Curt Freese, Community Development Director

To: City Council

ISSUE: HBF Seat On HRB

BACKGROUND:

Section 10.7.3, The code section in question states: "One of the 5 members [of] the Historic Review Board shall be recommended by the Historic Beaufort Foundation." This sentence under the text amendment recommendation to the City of Beaufort Development Code, would be removed. The recommendation came out of the City Council's Code Edit Work-sessions. If removed, this means that City Council would be free to appoint all five seats of the Historic Review Board (HRB) at large, regardless of a nomination or connection to the Historic Beaufort Foundation (HBF). Since proposed, both City Council and the MPC have heard long and detailed testimony on the text amendment. On July 17, 2023, the MPC recommended with a 5-1 vote to not accept the recommendation to change Section 10.7.3, regarding HBF's nomination of a Historic Review Board seat.

ANALYSIS:

While the City of Beaufort has for many decades benefited from the expertise and passion the Historic Beaufort Foundation has shown to the historic district, Staff believes the removal of the seat is good public policy for the following reasons:

- ✓ This is the only seat on any board or commission in the city in which an outside organization is entitled to their own nomination of a member/seat.
- ✓ HBF is an outside organization, and their goals and motivations are set by their Board and leadership. Allowing such an entity to have a seat on a pivotal board, may grant the organization unfair influence as compared to an individual candidate at large. If for example, a large developer, or an environmental non-profit group were given similar seats at the PC or DRB, Staff assumes it would be felt such seats



CITY OF BEAUFORT
Community Development Department

SCOTT MARSHALL
City Manager

1911 BOUNDARY STREET
BEAUFORT, SC 29902
(843) 525-7011
FAX (843) 986-5606

CURT FREESE
Community Development
Director

granted these organizations unfair influence over decisions that affected citizens and property owners of the City.

- ✓ HBF is still free to nominate and endorse prospective HRB members to the City Council, and their nomination can be public to the citizens and council should they do so.
- ✓ HBF is free to continue to provide its lobbying, passion, and expertise to all matters within the Historic District as it currently does, but would do so with the same power as any other organization or citizen.

RECOMMENDATION: APPROVE TEXT AMENDMENT REMOVING HBF NOMINATION FROM SECTION 10.7.3 OF THE CITY OF BEAUFORT DEVELOPMENT CODE

O R D I N A N C E

AMENDING SECTION 10.7.3.A, MEMBERSHIP, TERMS AND COMPENSATION OF THE BEAUFORT CODE, FOR THE HISTORIC REVIEW BOARD TO REMOVE THE HISTORIC BEAUFORT FOUNDATION SEAT NOMINATION

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

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

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

WHEREAS, this is the only seat on any board or commission in the city in which an outside organization is entitled to their own nomination of a member/seat;

WHEREAS, the Historic Beaufort Foundation is still free to nominate and endorse prospective Historic Review Board members to the City Council, and their nomination can be public to the citizens and council should they do so.

WHEREAS, it is felt the removal of the Historic Beaufort Foundation nomination of the seat creates a fair and equitable process for board nomination; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding changes to the administrative adjustment ordinance on September 12, 2023 with notice of the hearing published in *The Beaufort Gazette* on August 10, 2023;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976*, that *The Beaufort Code* be amended by revising Section 10.7.3.A, by deleting the following sentence: “One of the 5 members of the Historic Review Board shall be recommended by the Historic Beaufort Foundation.”

This ordinance shall become effective upon adoption.

STEPHEN D. MURRAY III, MAYOR
ATTEST:

TRACI GULDNER, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed by: _____
City Attorney

10.7.3 MEMBERSHIP, TERMS, AND COMPENSATION

- A. **Number, Composition:** The HRB shall consist of 5 members with an interest, competence, or knowledge in historic preservation. All HRB members shall be residents of the city, own property in the city, or own or operate a business in the city. To the extent that such is available in the community, 2 members shall, be professionals in the disciplines of historic preservation, architecture, landscape architecture, history, architectural history, planning, archeology, or related disciplines. Three of the members shall either live or own property in the Historic District. ~~One of the 5 members [of] the Historic Review Board shall be recommended by the Historic Beaufort Foundation.~~
- B. **Terms, Appointment:** All members shall be appointed by the City Council for terms of 3 years. All terms shall end on June 30 of the applicable year and members must continue to serve until their successors are appointed.
- C. **Term Limits:** No member may serve for more than 2 successive terms, except for extraordinary circumstances where the City Council believes it to be in the best interest of the community to have a particular member continue for a specific period of time. This limitation shall not prevent any person from being appointed to the HRB after an absence of 1 year. Service for a partial term of less than 1½ years shall not constitute a term of service for purposes of this section.
- D. **Vacancies:** Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment.
- E. **Removal:** The City Council may remove any member of the HRB for cause.
- F. **Compensation:** Members shall serve without pay. Members may be reimbursed for actual expenses incurred in the performance of their duties from available funds approved in advance by the Administrator.

(Ord. No. O-15-20 , 6-23-2020)



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/6/2023
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request to host the Gullah Geechee Corridor Heritage Celebration on Saturday, October 14, 2023 from 7:30 am - 5:30 pm with street closure and waiver of noise ordinance.
MEETING DATE: 9/12/2023
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

The Gullah Geechee Corridor Celebration would like to host a street fair event on Craven Street with a street closure from Carteret to Scott Street, the 700 block of Craven from 7:30 am - 5:30 pm. They will have food trucks on the street for the public to enjoy. They would also like to request a waiver for the noise ordinance as well for the same time frame as above.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval for this second annual event as long as police services are contracted.

ATTACHMENTS:

Description	Type	Upload Date
Gullah Geechee cover letter	Backup Material	9/7/2023
Gullah Geechee layout plan	Cover Memo	9/6/2023



GULLAH GEECHEE CULTURAL HERITAGE CORRIDOR NATIONAL HERITAGE AREA

713 Craven Street, Beaufort, South Carolina
Post Office Box 787
Beaufort, S.C. 29901-0787
843.818.4587 | info@gullahgeecheecorridor.org

September 6, 2023

Executive Committee Commissioners

Dionne Hoskins-Brown, Ph.D.
Chair, Georgia

Griffin Lotson
Vice Chair, Georgia

James R. Fullwood
Secretary, North Carolina

Meredith Hardy, Ph.D.
Treasurer, Florida

Commissioners

South Carolina
Dawn Dawson-House
Veronica Hemmingway
Tamara Butler, Ph.D.
Damon Fordham

Georgia
Josiah Watts

North Carolina
Sean Palmer
Michelle Lanier

Florida
Floyd Phillips
Eugene Emory, Ph.D.

National Park Service
Elisa Kunz

Mrs. Ashley Brandon
Downtown Manager & Events Coordinator
City of Beaufort

RE: October 14, 2023, Road Closure.

Dear Ashley Brandon,

The Gullah Geechee Cultural Heritage Corridor requests permission to host a street fair on Saturday, October 14, 2023, for the Gullah Geechee Corridor Heritage Celebration. The area requested is located at the 700 Block of Craven Street, between Carteret and Scott Streets.

We will celebrate our 2nd annual event in partnership with the Beaufort County Public Library, CVB, and Reconstruction Era National Historical Park to present guest speakers, live performances, a food demonstration, book talks, family art activities, information and vendor booths, and four food vendors. We seek approval to set up a low-rise stage on Craven Street for performances to allow for more. We plan for this annual event to be hosted on the 2nd weekend in October. We will request partnerships from Beaufort History Museum and the Beaufort Black Chamber of Commerce.

Who: Gullah Geechee Cultural Heritage Corridor

What: Gullah Geechee Corridor Heritage Celebration (Free and Open to the Public)

When: Saturday, October 14, 2023; 10:00 a.m. - 4:00 p.m. (Street Closure from 7:30 a.m. - 5:30 p.m.)

Where: Craven Street - 700 Block; 713 Craven Street - The Arsenal, Beaufort County Public Library, and Reconstruction Era National Historical Park

Confirmed Book Talks (Beaufort County Library and Craven Street):

Damon Fordham: "1895 Segregation Fight in South Carolina"; Eric Crawford: "Gullah Spirituals: The Sound of Freedom and Protest in the South Carolina Sea Islands"; Trelani Michelle: "KraKTeet: KraK Teet: A Catalog of Black Savannah's Biographies"; Dawn Boren: Stories of the Gullah Geechee Children Series, "De Crab Crack", "A Palmetto Holiday", and "De Candy Lady"

Street Fair Selling Vendors Craven Street):

Food: Gullah Express (1-day license), Grub at Jay's (1-day license), Slaughterhouse BBQ (1-day license), and Tastee Treats (1-day license). Drinks: Futnuss: Juice Bar (1-day license)

Confirmed Performers (Craven Street)

Geechee Gullah Ring Shouters; Aunt Pearlle Sue & the Gullah Kinfolk; Deninufay African Dance Co.; Latrese Bush (singer); Kristen Jamison (singer); Bruce Ingram (folklorist), Lillian Grant-Baptiste (storyteller), Chef BJ Dennis; Artist Amiri Farris



GULLAH GEECHEE CULTURAL HERITAGE CORRIDOR
NATIONAL HERITAGE AREA

713 Craven Street, Beaufort, South Carolina
Post Office Box 787
Beaufort, S.C. 29901-0787
843.818.4587 | info@gullahgeecheecorridor.org

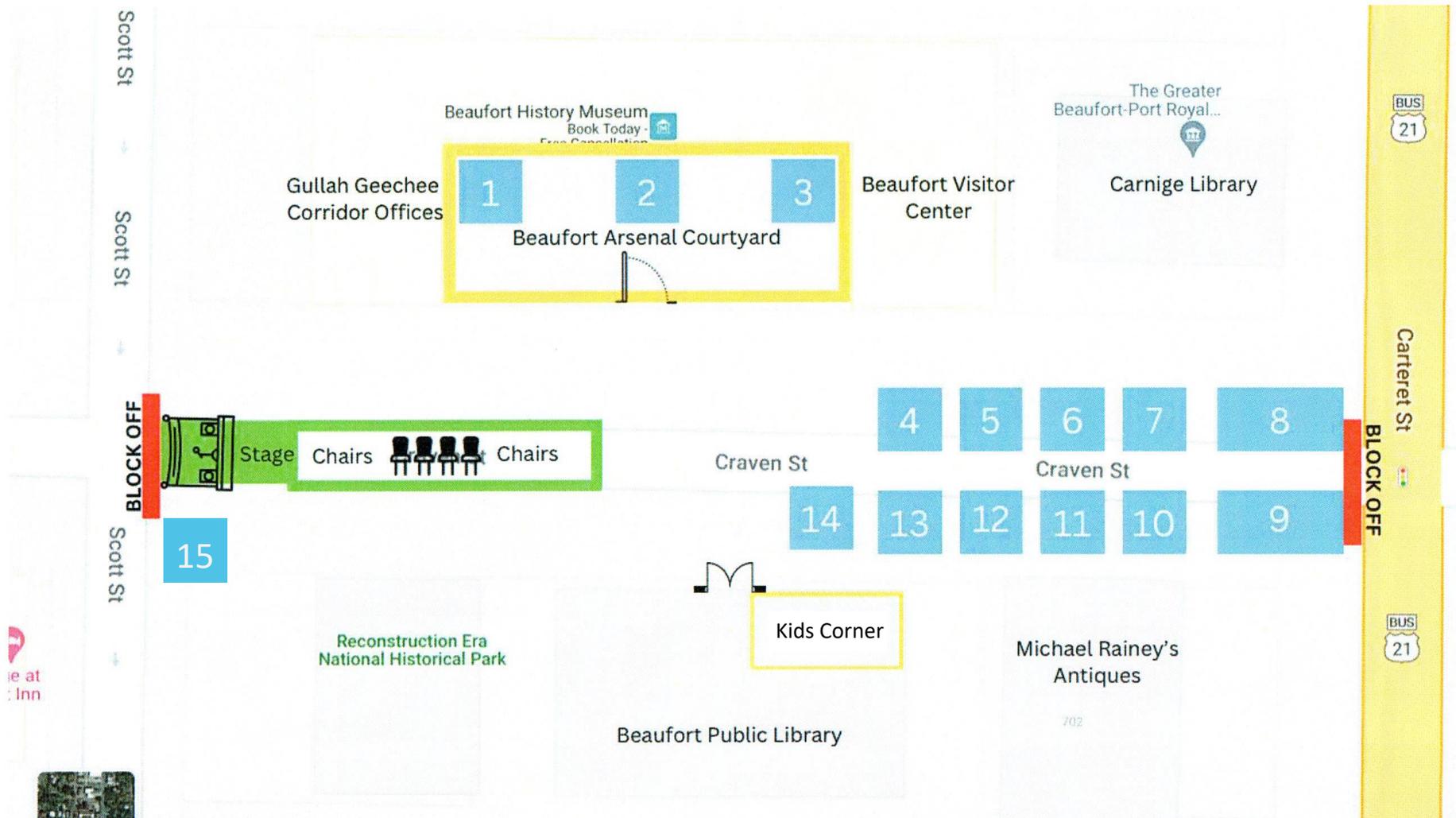
Merchandise:

Gullah Creations by Michael & Dino (Sweetgrass Baskets; 1-day license), Barbara's Sweetgrass Products (Sweetgrass Baskets; 1-day license), Lowcountry Gullah (1-day license), Anna Joyner African Clothing and Jewelry (1-day license), T'Afo Arts (1-day license)

It is our goal to provide a tourist friendly and safe event for all. We look forward to hearing back from your office and the City of Beaufort Council on the next steps.

Sincerely,

Victoria A. Smalls
Executive Director



1. Community Art Mural Project
2. Gullah Geechee Corridor Main Check-in
3. Sweetgrass Basket Workshop
4. Penn Center
5. Sweetgrass Demonstration
6. NC Rice Festival
7. Anna Joyner
8. Tastee Treats/ Gullah Express
9. Slaughterhouse BBQ/Grub at Jay's
10. Futnuss Juice Bar
11. Boeing Activity
12. REER
13. Lowcountry Gullah
14. T'Afo Arts
15. Rice Culture Talk/Demo

2023 Gullah Geechee Corridor Heritage Celebration
Event Layout w/ Street Closure



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/5/2023
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request from Beaufort County Veteran's Affairs to host Veteran's Day Parade and street closures on Saturday, November 11, 2023, from 9:00 am to 12:00 pm
MEETING DATE: 9/12/2023
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Beaufort County's Veteran's Affairs office would like to again host the Veteran's Day Parade on November 11th from 9 - 12. They would like to use the same parade route they use every year and are requesting to close the same streets Boundary, Carteret, Bay, Bladen, ending at the National Cemetery and lining up on Adventure Street.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff supports this request

ATTACHMENTS:

Description	Type	Upload Date
Request for 2023 Veterans day parade	Cover Memo	9/5/2023
Veteran's Day parade application	Cover Memo	9/5/2023



BEAUFORT COUNTY VETERANS AFFAIRS OFFICE

P.O. DRAWER 1228, BEAUFORT, SC 29901-1228

"HONORING ALL WHO SERVED"
Phone (843) 255-6880 / Fax (843) 255-9445

31 August 2023

Linda Roper
Downtown Operations and Community Services Director
500 Carteret St., Suite B2
Beaufort, SC 29902

Dear Ms. Roper,

We respectfully request to hold a Veterans Day parade on 11 November 2023. Beaufort has a long history of forging relations with our three bases and honors the contributions and sacrifices of all those who served. Bringing together our community for recognition of our Veteran community is most fitting. The format and execution of the parade will be the same as previous years. Next under is our application for the 2023 Veterans Parade. Should you have any questions, please don't hesitate to contact me.

Very Respectfully,

Caroline P. Fermin
Director, Veterans Affairs
(843) 255-6881
Caroline.fermin@bcgov.net



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 [x] Parade Request

Name of Applicant: Caroline Fermin Director, Veterans Affairs

Address: P.O. Box 1228, Beaufort, SC 29901-1228 Phone # 843 255-6881

Name of Sponsoring Organization: Beaufort County Veterans Affairs

Address: P.O. Box 1228, Beaufort, SC 29901-1228

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

Date of Public Assembly: 11/11/2023 Time Assemble will begin: 0830

Location of Assembly Area: Rodgers Street next to Beaufort Cemetery

Type of Public Assembly (including description of activities): Parade with floats, walking groups, autos, motorcycles, and marching bands

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: 11/11/2023

Time Parade Will Begin: 10:00 AM Parade will Terminate: 12:00 PM

Time Parade Line-Up Begins: 8:30AM Location(s) of Line-Up Area(s): Rodgers St

Route Proposed (Giving Starting & Termination Points): Boundary, Carteret, Bay, Bladen ending at the National Cemetery

Approximate Number of Persons, Animals & Vehicles Constituting Parade: 45 organizations

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: Caroline P. Fermin Digitally signed by Caroline P. Fermin Date: 2023.08.31 08:19:23 -04'00' Date: 8/31/2023

OFFICE USE ONLY: Application Received By: Date Received: Receipt #: Approved By:



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: _____

Address: _____ Phone # _____

Name of Sponsoring Organization: _____

Address: _____

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

Date of Public Assembly: _____ Time Assemble will begin: _____

Location of Assembly Area: _____

Type of Public Assembly (including description of activities): _____

Description of Recording Equipment, sound amplification equipment, banners, signs, or other devices to be used: _____

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

Date of Parade: _____

Time Parade Will Begin: _____ Parade will Terminate: _____

Time Parade Line-Up Begins: _____ Location(s) of Line-Up Area(s): _____

Route Proposed (Giving Starting & Termination Points): _____

Approximate Number of Persons, Animals & Vehicles Constituting Parade: _____

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

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

Interval of Space between Units in Parade: _____

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: _____

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:** 9/5/2023
FROM: Ashley Brandon
AGENDA ITEM TITLE: Request from Open Land Trust for Street Closure, waiver of Drinking in Public and waiver of Noise Ordinance to host Brunch on the Bluff on Saturday, April 27, 2024, from 11:00 am to 2:00 pm
MEETING DATE: 9/12/2023
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

Open Land Trust is requesting to host Brunch on the Bluff, they are asking for a waiver for drinking in public as well as a waiver for the noise ordinance on the Bluff. They are also requesting a street closure and/or detour on Bay Street from Glebe to Hamar streets between the hours of 10:30 am - 2:30 pm. They will have a police presence to serve as pedestrian direction and security for the event.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval for this request.

ATTACHMENTS:

Description	Type	Upload Date
Request letter	Cover Memo	9/5/2023
Brunch layout	Cover Memo	9/5/2023



AUGUST 22, 2023

Dear City of Beaufort Officials,

On April 27th, 1971, the Open Land Trust was formed and in 1973 the Bay Street Bluff was officially purchased. The purchase of this property was the first for the Open Land Trust and led to other purchases under the herald "protecting the Bay Street Bluff", which to date is one of the most iconic views in Beaufort. The Open Land Trust is excited to celebrate our birthday once again in this very spot at "Brunch on the Bluff".

The event is planned for Saturday, April 27, 2024 from 11:00 am - 2:00 pm at 1806 Bay Street. Tickets will go on sale February 20, 2024 with a limit of 250 tickets for the 3 hour event. Catering and professional bartending services will be provided by Susan Mason Catering of Savannah. An ABL 900 application has been filed, as we plan to serve alcohol. I, Ashley Rhodes, will serve as the main point of contact for all vendor and city correspondence.

We would like to request the following:

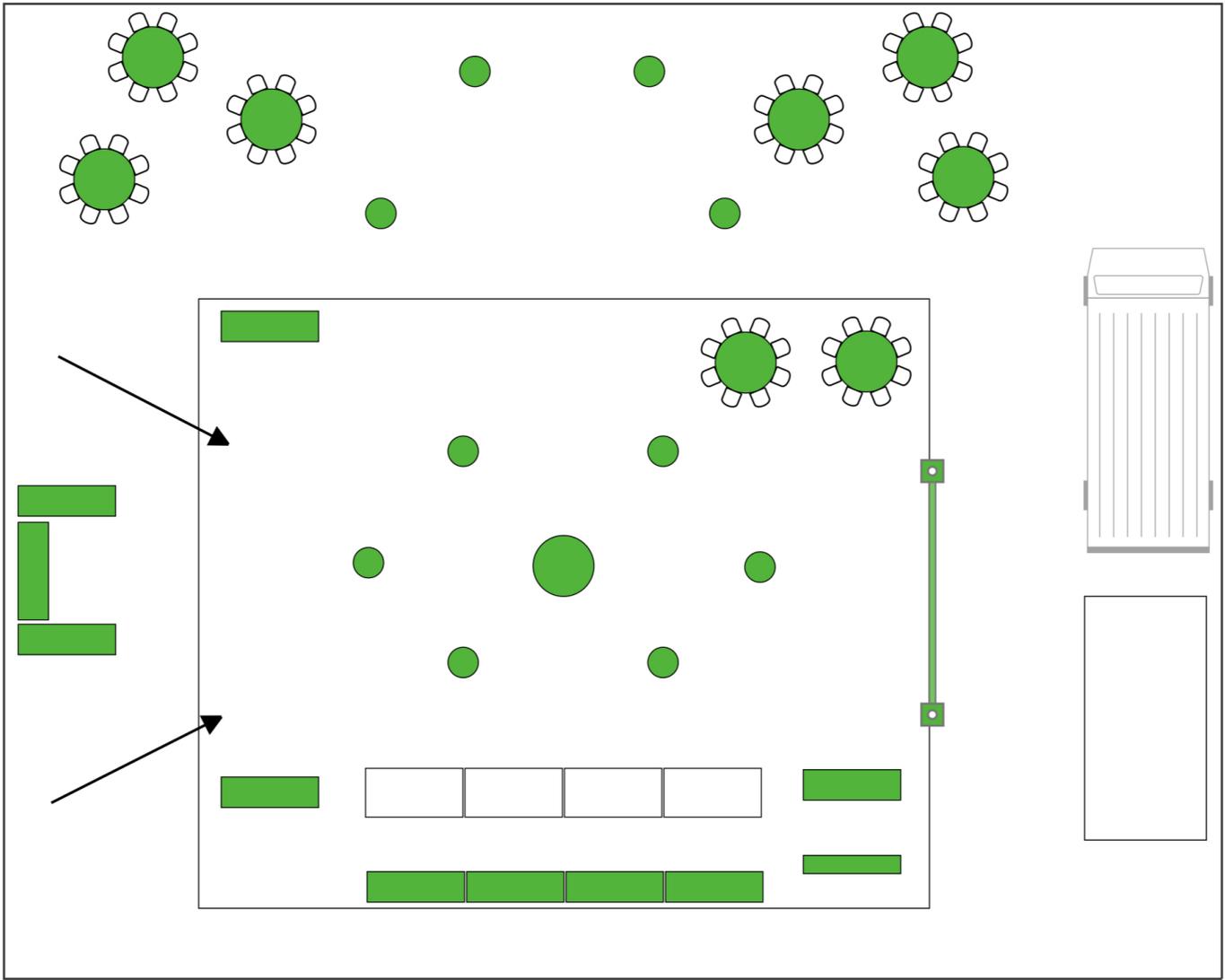
- Street closure and/or detour on Bay Street from Glebe to Hamar streets between the hours of 10:30 am - 2:30 pm
- Police presence from 10:30 am - 2:30 pm to serve as pedestrian safety direction and security.
- Waiver of noise ordinance between the hours of 11:00 am - 2:00 pm.

A detailed event schematic is attached to this letter submission. Please feel free to contact me directly with any questions and/or concerns. Thank you for your time and attention to such a special event in the history of Beaufort and the Open Land Trust.

Sincerely,

Ashley Rhodes

Director of Events for the Open Land Trust





CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/1/2023
FROM: Tim Ogden, Fire Chief
AGENDA ITEM TITLE: A resolution to approve a Memorandum of Agreement between the City of Beaufort and Beaufort County for a Feasibility Study, Conceptual Design, and Cost Estimate for a Joint Fire/EMS Facility at 135 Ribaut Road
MEETING DATE: 9/12/2023
DEPARTMENT: Fire

BACKGROUND INFORMATION:

Beaufort County EMS is looking to replace the current Depot Road EMS Base. Beaufort/Port Royal Fire Department is in need of renovations to the Headquarters Fire Station located at 135 Ribaut Road. This is an opportunity to explore the possibility of a joint EMS and Fire facility at 135 Ribaut Road. A Memorandum of Agreement was proposed by Beaufort County for a feasibility study, construction design, and cost estimate for additions/renovations to co-locate EMS at 135 Ribaut Road.

PLACED ON AGENDA FOR: *Action*

REMARKS:

Request Council approval of Resolution and Memorandum of Agreement.

This was discussed in worksession on August 22, 2023.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Backup Material	9/1/2023
Memorandum of Agreement	Backup Material	9/5/2023

RESOLUTION 2023/_____

A RESOLUTION TO APPROVE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF BEAUFORT AND BEAUFORT COUNTY FOR A FEASIBILITY STUDY, CONCEPTUAL DESIGN, AND COST ESTIMATE FOR A JOINT FIRE/EMS FACILITY AT 135 RIBAUT ROAD

WHEREAS, the Beaufort/Port Royal Fire Department (the Fire Department) and Beaufort County Emergency Medical Service (EMS) need facility improvements to continue to provide emergency response services to the citizens, businesses, and visitors in the City of Beaufort; and

WHEREAS, it is believed that a relocation of existing EMS response capability from its current location on Depot Road to a location on a main traffic artery would result in improved emergency responsiveness in the City of Beaufort; and

WHEREAS, EMS response crews are currently co-located within facilities of every provider of fire service in Beaufort County except for the Fire Department; and

WHEREAS, Beaufort County and the City of Beaufort desire to co-locate Fire Department and EMS response services at 135 Ribaut Road, Beaufort South Carolina following completion of an addition and remodel of the current Fire Department facility at the same location; and

WHEREAS, to support the desired co-location, the Parties desire to conduct a feasibility study, conceptual design, and construction cost estimate, which may be used to support the addition and remodel of the current Fire Department facility at 135 Ribaut Road; and

WHEREAS, the cooperation and commitment to further these actions is best memorialized in the formalized execution of a Memorandum of Agreement.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Beaufort:

1. Approves the Memorandum of Agreement contained herein as “Exhibit A;” and
2. Authorizes the City Manager to enter into the Memorandum of Agreement with an expectation that he provides oversight and that he continues to keep City Council informed on the progress of the desired co-location of services

This Resolution shall be effective September 12, 2023.

Stephen D. Murray III, Mayor

Attest:

Traci Guldner, City Clerk

STATE OF SOUTH CAROLINA) **MEMORANDUM OF AGREEMENT**
) **JOINT FIRE AND EMS FACILITY**
COUNTY OF BEAUFORT) **CITY OF BEAUFORT**

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”) by and between the City of Beaufort, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina, (“City”) and Beaufort County, South Carolina (“County”), a political subdivision of the State of South Carolina. The City and the County hereinafter will collectively be referred to as the “Parties.”

WHEREAS, the City, through its Beaufort/Port Royal Fire Department, provides fire and emergency response services to the citizens of the City of Beaufort and Town of Port Royal and is in need of additional facilities to continue to provide adequate services therein; and

WHEREAS, Beaufort County Emergency Medical Services (“County EMS”) provides emergency medical patient care for citizens and visitors of Beaufort County, City of Beaufort, and Town of Port Royal and is in need of additional facilities to continue to provide adequate services in the County; and

WHEREAS, the Parties are dedicated to providing high-quality care and services to the community, and in furtherance of these goals, desire to enter into this mutually beneficial arrangement; and

WHEREAS, the City currently owns property located at 135 Ribaut Road, Beaufort SC 29902 with current PIN R120 003 000 0078 0000 (“Facility”) and operates fire and emergency services to their citizens from this site; and

WHEREAS, the Parties desire to co-locate Beaufort/Port Royal Fire Department and Beaufort County Emergency Medical Services on this property and deploy emergency resources out of this facility after completion of an addition to and remodeling of the current Facility; and

WHEREAS, the Parties desire to conduct a feasibility study and conceptual design which will lead to construction documents, which may be used for the remodeling of the building and construction of new living quarters at 135 Ribaut Road, Beaufort SC 29902; and

WHEREAS, after the completion of the feasibility study and conceptual design, if the Parties desire to proceed with the remodeling and construction of the Facility at this location they will enter into a separate agreement establishing the terms and conditions of construction and the financing thereof (“Construction Agreement”); and

WHEREAS, the Parties shall enter into a separate agreement establishing the terms and conditions of occupying the Facility upon completion of construction (the “Occupancy Agreement”); and

WHEREAS, the Parties recognize that if it is decided to proceed with the remodeling and construction then it is reasonable, necessary, and in the best interest of the public to cooperate and coordinate in the financing and construction of the Facility as described herein.

NOW, THEREFORE, in the public interest, and in consideration of the mutual promises, covenants, terms, and conditions set forth herein, the Parties mutually agree as follows:

I. SCOPE OF WORK.

The County shall contract with a firm to conduct a feasibility study, provide conceptual design, and provide an estimate of cost of construction documents and construction. The addition to the existing structure of living quarters as described in this Section, which shall hereinafter be referred to as the “Project.”

II. EFFECTIVE DATE AND TERM.

This Agreement shall be effective as of the “Effective Date” and shall remain in effect for three-years, or upon the completion of the Scope of Work, whichever comes first.

III. CONTRIBUTIONS.

- a. Contributions by the County. The County agrees to provide the funding for the feasibility study, the conceptual design, and the construction cost estimate for property located at the property at 135 Ribaut Road, Beaufort SC 29902, hereinafter referred to as the “Facility”.
- b. Contributions by the City. The City agrees to grant access to the Facility for the business of conducting the Project during the term of this Agreement and, if the Project goes forward, the Construction Agreement will provide for County access to the Facility for construction and integration of the additional living quarters with existing infrastructure. The City also contemplates that the Occupancy Agreement will provide for County EMS personnel and equipment to use and occupy the facility following completion of the Project. The terms and provisions of the Construction Agreement and Occupancy Agreement are subject to the terms and conditions agreed to by the Parties and set forth in such agreements.

IV. PROCEDURE.

- a. Design and Permits. The County will use its procurement process as necessary to contract for the feasibility study and conceptual design which will lead to construction documents. The City will cooperate with the County to obtain any and all permits necessary to complete the Project. The Beaufort County Public Safety Director, Beaufort County Director of Emergency Medical Services, and the Beaufort City Fire Chief, or their designees, will collaborate to develop the scope of work for the county procurement process as needed. These personnel will collaborate with County Capital Projects Department and third-party consultants on the design and will be responsible for the final proposed design. The final design shall be approved in writing by the Parties (“Final Design”).
- b. Changes to Design. The Parties contemplate that, after the Final Design is approved, if either party requests a change to the Final Design, the requesting party shall be responsible for one hundred percent (100%) of any additional costs associated with drafting the change to the approved design. If the Parties mutually agree to change the Final Design because it is mutually beneficial and the Parties agree in writing to the change, the Parties shall each pay fifty percent (50%) of the costs associated with making the change to the approved Final Design.

V. MISCELLANEOUS

- a. **MUTUAL COOPERATION AND NOTICE.**

Notwithstanding anything contained herein, the County and the City each agree to cooperatively pursue their obligations set forth herein in good faith. Except as explicitly stated previously in this Agreement, all notices to be provided hereunder shall be provided in writing and delivered by U.S. Mail or by email to the following:

If to County, To: Beaufort County Administrator
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-2027

With Copy to: Beaufort County Director of Public Safety
P.O. Drawer 1228
Beaufort, SC 29901
Phone: 843-255-5171

Beaufort County Director of EMS
2727 Depot Rd,
Beaufort, SC 29902
Phone: 843-255-5368

If to City, To: City Manager
City of Beaufort
1911 Boundary Street
Beaufort, SC 29902
Phone: 843-525-7070

With Copy to: Fire Chief
135 Ribaut Road
Beaufort, SC 29902
Phone: 843-525-7030

b. DEFAULT.

In the event of a default by either party, the non-defaulting party must allow the defaulting party a period of thirty (30) days in which to cure the alleged default. If, after the receipt of such Notice, the defaulting party has not cured the default, the other party may elect to immediately terminate this Agreement. The non-defaulting party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to any action for specific performance of obligations recited in this Agreement.

c. TERMINATION.

Either party may terminate this Agreement by notifying the other party in writing with forty-five (45) days Notice.

d. DISPUTE RESOLUTION.

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator.

e. **LIABILITY.**

Each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission, and negligence of the other Party. Neither Party shall be liable to the other Party for any claims, demands, expenses, liabilities, or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees, or agents, in connection with the performance of services or responsibilities pursuant to this Agreement.

f. **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the parties pertaining to such subject matter. References herein to the terms and conditions of the Construction Agreement and the Occupancy Agreement that memorialize certain shared plans and expectations of the Parties will be memorialized, if at all, in definitive documents to be approved by each Party in connection with the Project, and are not binding and do not create any reliance interest on the part of any Party as to the future terms of such Construction Agreement and Occupancy Agreement.

g. **CONFLICTING TERMS.**

In the event that there is any conflict or inconsistency between the terms and conditions of this Agreement and those of any and all prior agreements associated with the Project, the terms and conditions of this Agreement shall control and govern the rights and obligations of the Parties.

h. **APPLICABLE LAW.**

This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive federal laws of the United States and the laws of the State of South Carolina. Any claims filed in connection with this Agreement shall be filed in Beaufort County, South Carolina.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the Effective Date.

WITNESSES:

BEAUFORT COUNTY

By: _____
John Robinson
Interim County Administrator

WITNESSES:

City of Beaufort

By: _____
Scott M. Marshall
City Manager

MOA Joint Fire and EMS Facility



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/6/2023
FROM: Curt Freese, Community and Economic Development Director
AGENDA ITEM TITLE: Ordinance to amend Section 2.8.5; Section 7.2.1; Section 9.1.4; 9.8.2, Development Process Approvals; Section 9.16, Metropolitan Planning Commission reference to amendments and rezoning; Section 10.2.1, Changes to Metropolitan Planning Commission organization, Powers and Duties; Section 10.8.2, Design Review Board, Board Rules and Powers; to stand a City only Planning Commission with the powers of the Design Review Board and to disband the Design Review Board with revisions of the Beaufort Code to reflect said changes - 1st reading
MEETING DATE: 9/12/2023
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

Please see the attached Staff Report for background information.

PLACED ON AGENDA FOR: Action

REMARKS:

Please see attached Staff Report.

ATTACHMENTS:

Description	Type	Upload Date
Memo	Backup Material	9/6/2023
Ordinance with Exhibits	Backup Material	9/7/2023



CITY OF BEAUFORT
Community Development Department

SCOTT MARSHALL
City Manager

1911 BOUNDARY STREET
BEAUFORT, SC 29902
(843) 525-7011
FAX (843) 986-5606

CURT FREESE
Community Development
Director

Date: September 12, 2023

From: Curt Freese, Community and Economic Development Director

To: City Council

ISSUE: Beaufort Development Code Changes

BACKGROUND:

The Beaufort Development Code was adopted in 2017 with a forward thinking form-based structure to regulate development. In the five years since it was adopted, numerous issues have percolated to the surface that will require updates and revisions to the code. Stakeholders, from developers, board and council members to staff members and others, all identified numerous changes that must be addressed. A Code Workshop process was initiated with City Council to bring forward amendments. This process started on March 21, 2023, and has continued with public meetings on the third Tuesday of every month. The code amendments herein proposed for formal MPC recommendation, all have been discussed and vetted during these public meetings. The first few months were spent on an overview of the code, and changes to Chapters 9 and 10, which involve process and development review bodies.

PROPOSED AMENDMENTS

CREATING A CITY-ONLY PLANNING COMMISSION

Analysis: Staff is recommending the creation of a city-only Planning Commission and withdrawal from the MPC, a regional Planning Commission with Port Royal and the County.

- A majority of members would be voting on projects who are not residents of the city.
- The MPC was established to resolve annexation debates between the respective agencies, but the adoption and adherence to the Northern Regional Beaufort County Plan has resolved many of these issues.
- The City Development Code (and Port Royal and the County's) are long and complicated.
- The city is providing all administrative support to the MPC, as well as hosting the meetings.



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Community Development
Director

- Few cases from the County are being sent to the MPC.
- A City only PC is more responsive and reflective of its citizens views, than a regional council.
- Regional Planning Commissions are now relatively rare around the country for many of the reasons listed.
- A City only PC allows the City to consolidate approval processes and add the powers of the DRB.

Changes from 7/17/23 MPC Meeting

Staff made the following revisions based on Commissioner and Citizen comments:

- 1) Added the powers of the new PC.
- 2) Changed requirements of commissioners to include residency of the city or operating a business.
- 3) Changed requirements that 4 of the seven members must have specific expertise.

Code references

- Section 2.8.5 MPC reference to PUD's;
- Section 7.2.1 MPC references to Streets;
- Section 9.1.4 Process table;
- Section 9.16 MPC reference to Amendments and Rezoning;
- Section 9.8.2 Development process approvals.
- Section 10.2.1 changes to MPC organization, powers and duties.

DISBANDMENT OF THE CITY DRB, AND MERGING THEIR POWERS INTO THE NEW PLANNING COMMISSION

ANALYSIS: Staff is recommending the city disband the City's Design Review Board and place the powers of the DRB into the new City-only Planning Commission.

- Multiple approval boards make for confusing and complicated process for Staff, citizens and developers.
- Major Site Plans with the Form Based code have infrastructure needs not suited for review by an architectural board.
- The DRB approval process has been cumbersome since its creation, with some projects taking years to obtain a final approval.



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Note: no revisions since MPC meeting. Staff has consulted with both City attorneys, who both are clear there is nothing in State Statute precluding the City from placing the powers to approve Site Plans, formerly held by the DRB, into the new City PC.

CODE REFERENCES

- Section 10.8.2, DRB, Board rules and powers
- Section 9.8.2 Development Process and approvals
- Section 9.1.4, Table of Approval processes

CHANGES IN APPROVAL PROCESS FOR ITEMS IN REDEVELOPMENT OVERLAY, STAFF/DRB LEVEL APPROVALS

ANALYSIS: Staff is recommending major revisions to staff level approvals and those approvals from the new PC which would be assumed from the DRB.

- Adding all commercial approvals to a public hearing (previously only some went to the DRB) before PC
- Changing multi-family approvals, to be consistent with subdivision standards (from 24 units which required down to 10 units would require a public hearing).
- Dropped the requirement that commercial renovations require a public hearing and made this a Staff approval. Concern over the cost and uncertainty involved with a public meeting to make improvements to an existing property.
- Added a public comment period for the Boundary Street Overlay and Bladen Street Overlay.

Note: no revisions since MPC meeting.

CODE REFERENCES

- Section 9.8.2 Development Process/Redevelopment District
- Section 10.8.2 DRB process
- Section 9.1.4, Table of Approval processes

ORDINANCE

AMENDING SECTION 2.8.5; SECTION 7.2.1; SECTION 9.1.4; 9.8.2, DEVELOPMENT PROCESS APPROVALS; SECTION 9.16, METROPOLITAN PLANNING COMMISSION REFERENCE TO AMENDMENTS AND REZONINGS; SECTION 10.2.1, CHANGES TO METROPOLITAN PLANNING COMMISSION ORGANIZATION, POWERS AND DUTIES; SECTION 10.8.2, DESIGN REVIEW BOARD; BOARD RULES AND POWERS; TO STAND A CITY ONLY PLANNING COMMISSION WITH THE POWERS OF THE DESIGN REVIEW BOARD AND TO DISBAND THE DESIGN REVIEW BOARD WITH REVISIONS OF THE BEAUFORT CODE TO REFLECT SAID CHANGES

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

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

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

WHEREAS, the City currently utilizes a Metropolitan Planning Commission with Beaufort County and Port Royal to make important decisions on Planning and Zoning Matters;

WHEREAS, the City desires to disband the Metropolitan Planning Commission and to stand a City-only Planning Commission that is comprised of members entirely appointed by City Council, and who have a direct interest in the City to make such important Planning and Zoning decisions for the City;

WHEREAS, the City desires to empower the new City Planning Commission with the powers of the Design Review Board to create a more transparent, efficient, and equitable process for development; and

WHEREAS, the Design Review Board must be disbanded to create the aforementioned more transparent, efficient, and equitable process.

WHEREAS a public hearing before the Beaufort City Council was held regarding changes to the administrative adjustment ordinance on September 12, 2023 with notice of the hearing published in *The Beaufort Gazette* on August 29, 2023;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976*, that *The Beaufort Code* by replacing the code as found in the attached Exhibit A, with amendments found in Exhibit B.

This ordinance shall become effective September 26, 2023.

STEPHEN D. MURRAY III, MAYOR

ATTEST:

TRACI GULDNER, CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

Reviewed by: _____
City Attorney

EXHIBIT A

2.8.5 LEGACY PLANNED UNIT DEVELOPMENT DISTRICT (LPUD)

- A. **Purpose:** The legacy planned unit development (LPUD) zoning district is intended to be utilized only for the continuation of previously established PUDs.
- B. **Minor Plan Amendments Permitted by the Administrator:** The amendment of previously approved PUDs shall be approved by the Administrator, if the amendment results in a development intensity that is no greater than the previously approved intensity in terms of total square feet, total number of units, height, and build-upon area. Additionally, a minor plan amendment shall be limited to technical considerations that could not be reasonably anticipated during the approval process, or any other change that has no material effect on the character of the approved PUD development or any of its approved terms or conditions.
- C. **Major Plan Amendments Permitted by City Council Approval Only:** All major changes not subject to B, above, shall be reviewed by the Planning Commission (PC) and approved by City Council in accordance with the procedures outlined in Section 2.8.4 B.1.
- D. **Rezoning a PUD:** Any existing LPUD may choose to rezone to a standard City zoning district by going through the rezoning process in accordance with the procedures outlined in Section 9.16.

7.2.1 STREET INFRASTRUCTURE PLANS

- A. **Purpose and Intent:** The Street Infrastructure Plans (in Appendix C) provide diagrams of the city's street network and establishes the ideal alignment, hierarchy and design characteristics - including total right-of-way width, sidewalk and streetscape amenities, parking lanes, travel lanes and other geometric and urban design details - for all existing streets, proposed streets that have been adopted as part of an Official Map, and new potential streets in the City of Beaufort.
- B. **Official Street Network Plan:** Pursuant to the authority of S.C. Code 1976 § 6-7-1210 et seq. (1976), as amended, the City has previously adopted several Official Maps. An Official Street Network Plan is incorporated into this Code in order to represent a composite of these previously-adopted Official Maps.
1. **Purpose:** This plan represents a composite of all Official Maps, to date, in the City. The map designates existing or proposed streets or ways within the City that are targeted for creation, expansion or other improvements. The Official Street Network Plan shall initially consist of a series of four (4) separate maps, included in Appendix C, which shall be deemed a part of the Beaufort Code.
 2. **Modification:** The Official Street Network Plan may be modified or supplemented per the procedure for Amendments and Rezoning (Section 9.16). The Planning Commission (PC) will review the Official Street Network Plan on a regular basis at intervals of every 6 months, or thereabouts. In addition, the maps will be automatically updated as additional Official Maps are approved per the appropriate process required by state law.
- C. **Specific Street Sections:** The street sections noted in Appendix C show specific street designs for the purposes of identifying future improvements by both the city and fronting property owners. These sections depict the ideal arrangement and design of street elements.
1. **Applicability:** For any project that is considered Major Subdivision (Section 9.8.3), Major Development Design Review (Section 9.8.2), or requires a Certificate of Appropriateness, Major (Section 9.10.2 A.2.) and affects one whole block face, the fronting property owner shall install all prescribed streetscape improvements as part of the development project.
 - a. **Exception:** If similar elements as prescribed in the street section exist — e.g., on-street parking, sidewalk, tree plantings — the requirement to install the streetscape element(s) shall be waived if those items meet the intent of the prescribed street section, even if the existing items do not meet the exact requirements of that street section.
Example Scenarios: If a street section prescribes a 5-foot sidewalk, but a 4-foot sidewalk already exists, the existing sidewalk will satisfy the sidewalk requirement. However, if the street section requires a 5-foot planting strip between the curb and the sidewalk, and the 4-foot sidewalk is directly adjacent to the curb, this would not satisfy the intent of the street section and would need to be reconstructed per the prescribed standards.
 2. **Insufficient Right-of-Way Width:**
 - a. In the case of a street section adopted as part of an Official Map, where the width of the existing right-of-way is insufficient to install the prescribed street section, the fronting property owner may be required to reserve the appropriate amount of right-of-way (as measured from the centerline of the existing street). If the owner chooses to dedicate and install the complete right-of-way, the cost of the improvements may be compensated - see Section 7.2.1 E.
 - b. In the case of a street section that is not part of an Official Map, where the width of the existing right-of-way is insufficient to install the prescribed street section, the property owner is encouraged to reserve the appropriate amount of right-of-way to complete the

desired street section. If the owner chooses to dedicate and install the complete right-of-way, the cost of the improvements may be compensated - see Section 7.2.1 E.

c. **Exceptions and Alternatives:**

- i. Where available right-of-way — due to existing structures and topographic conditions — do not permit the full section to be constructed, the Administrator may adjust the required section.
- ii. A different street section may be approved which accomplishes the same intent in a smaller dimension.

D. **Creation of New Right-of-Way:**

1. Where a future right-of-way is identified on an Official Map, and thus represented on the Official Street Network Plan— these are indicated as "New Adopted Streets" — new development shall reserve this area for the new street in the future. If access is needed to the site in that location, the street shall be constructed in the general location shown.
 - a. **Alternative Paths:** The administrator may approve a different street configuration if it the proposed development plan provides a similar amount and quality of connectivity through the site. This is determined by evaluating one or more of the following: number of connections, connections of specific site elements, and required access to existing and proposed structures. For modification of the Official Street Network Plan, See Section 7.2.1 B.2.
 - b. **Street Standards:** The future right-of-way shall conform to all of the street network requirements of Section 7.2.2 below.
2. Where a new right-of-way that is not shown in the street regulating plan, is required as part of a new development, it shall be designed with appropriate elements based on its proposed location and zoning district. (See Appendix C).

- E. **Compensation:** When a project is required to make off-site improvements within the existing right-of-way, dedicate and/or improve a street with insufficient right-of-way, or install a new street (be it public or private) per the requirements in Section C. above, compensation may be available. To the extent that the City has the authority and the ability, the Traffic Impact fee for the project shall be reduced by the assessed value of the dedicated land and/or construction cost of the right-of-way improvement. This may be done either as a direct reduction, rebate, or reimbursement of fees.

9.1.4 PERMIT/PROCESS TYPE TABLE

PERMIT/PROCESS TYPE	SECTION	PERMIT/PROCESS TYPE	REVIEWING AGENCY	PUBLIC NOTICE	APPROVAL	APPEAL	PERMIT PERIOD	PERMIT EXTENSION
ADMINISTRATIVE PERMITS								
Zoning Permit	9.5	Administrative	Admin	None	Admin	ZBOA	6 months	6 months, 1 time
Building Permit	9.5	Administrative	Admin	None	Admin	ZBOA	6 months	Resubmit
Certificate of Compliance	9.5	Administrative	Admin	None	Admin	ZBOA	n/a	n/a
Certificate of Occupancy	9.6	Administrative	Admin	None	Admin	ZBOA	n/a	n/a
DEVELOPMENT DESIGN REVIEW								
Development Design Review, Minor	9.7	Administrative	Admin	None	Admin	PC	24 months	12 months, up to 5 times
Development Design Review, Major	9.7	Discretionary	Admin	None	PC	Court 30 days to appeal	24 months	12 months, up to 5 times
SUBDIVISION REVIEW								
Subdivision, Minor, Site Plan	9.8	Administrative	Admin	None	Admin	PC	24 months	12 months, up to 5 times
Subdivision, Major, Sketch Plan	9.8	Discretionary	Admin TRC	None	PC	Court	24 months	12 months, up to 5 times
Subdivision, Major, Site Plan	9.8	Administrative	Admin, TRC	None	Admin	PC	24 months	12 months, up to 5 times
Subdivision Final Plan	9.8	Administrative	Admin TRC	None	Admin	PC	24 months	12 months, up to 5 times
HISTORIC PRESERVATION								
Certificate of Appropriateness, Minor	9.9	Administrative	Admin	Demolition Only: Yes (1,2, 3)	Admin	HRB	24 months	12 months, up to 5 times

Certificate of Appropriateness, Major	9.9	Discretionary	Admin	Demolition & Design Exception only: Yes (1,2)	HRB	Court 30 days to appeal	24 months; no expiration for demolitions	12 months, up to 5 times
Local Historic District/ Historic Sign Designation	9.10	Legislative	Admin, PC, HRB	None	CC	Court	n/a	n/a
RELIEF								
Administrative Adjustment	9.11	Administrative	Admin	None	Admin	ZBOA	24 months	12 months, up to 5 times
Special Exception	9.12	Discretionary	Admin	Yes (1, 2)	ZBOA	Court 30 days to appeal	24 months	12 months, up to 5 times
Variance	9.13	Discretionary	Admin	Yes (1, 2)	ZBOA	Court 30 days to appeal	24 months	12 months, up to 5 times
ADMINISTRATION APPEALS								
Administrative Appeal	9.14	Discretionary	Admin	Yes (1)	ZBOA	Court 30 days to appeal	12 months	6 months
AMENDMENTS								
Code Amendments	9.16	Legislative	Admin, MPC	Yes (1,)	CC	Court 30 days to appeal	n/a	n/a
Admin-Administrator / Planning Commission / CC-City Council / ZBOA-Zoning Board of Appeals / HRB-Historic District Review Board / DRB-Design Review Board / TRC-Technical Review Committee / Court - Circuit Court								
Note: Any appeals that are assigned to Court are eligible for pre-litigation mediation pursuant to § SC ST 6-29-1155								

9.8.2 DEVELOPMENT DESIGN REVIEW (MAJOR)

A. **Applicability:**

1. **Civic and Educational Facilities:** Any new development classified as a Civic Facility or Educational Facility (see Sections 3.4.1 A. and 3.4.1 C.).
2. **Vehicle-Related Uses:** Any new development that includes fuel-dispensing facilities, drive-thru facilities, or structured parking.
3. **Nonresidential Development:** Any commercial or multi-family development.
4. **Residential Development:** Single-family attached or multi-family developments containing more than 10 units.
5. **Exceptions:**
 - a. Lots in the Beaufort Historic District are not subject to Development Design Review, and shall instead be evaluated by the HRB for compliance with the Historic District Guidelines (see Section 9.10 Certificate of Appropriateness, Minor and Major).
 - b. Projects in Redevelopment District Overlay Districts, are not subject to review by the Design Review Board and shall instead be evaluated by the Administrator (see Section 2.7.3). The Administrator shall post all projects for review in said districts for a 30-day public review and comment period for each major submittal. Minor revisions to the plans (not related to use, density, building frontage, or building height) shall not constitute a major submittal. A copy of all public comments shall be disseminated to the applicant and Administrator for each public comment period. The Administrator shall respond in writing to all public comments after each major submittal, and the project will be required to attend a TRC committee meeting before the project is issued final approval.

9.16: AMENDMENTS AND REZONINGS

9.16.1 APPLICABILITY

When the public necessity, convenience, general welfare, or good zoning practice justify such action, and after the required review and report by the Planning Commission, the City Council may undertake the necessary steps to amend this Code, and its accompanying map.

9.16.2 INITIATION OF AMENDMENTS

A proposed amendment to this Code may be initiated by any member of the City Council, the PC, the Administrator, or by any city resident or business owner filing an application with the Administrator.

9.16.3 APPROVAL PROCESS

Requests to amend this Code shall be processed in accordance with the following requirements:

- A. **Application Procedure:** Application forms for code amendment requests shall be obtained from the Administrator. Completed forms, together with an application fee as required by Section 9.2.2, plus any additional information the applicant deems pertinent, shall be filed with the Administrator.
 1. Applications for zoning map amendments (rezoning) shall also include:



- a. Boundary map of the subject property that is prepared and sealed by a registered land surveyor.
- b. Where applicable, a copy of correspondence illustrating that the applicant has solicited written comments from the appropriate property owners' association regarding the requested amendment. Such correspondence shall encourage the association to direct any comments in writing to the Administrator and the applicant within 15 calendar days of receipt of the notification.
- c. Written consent from the owner of the property that is being considered for an amendment. This is required if the applicant is not the city.

B. Staff Review and Report:

1. The Administrator shall prepare a staff report that reviews the proposed amendment in light of the Comprehensive Plan and the general requirements of this Code. A copy shall be provided to the PC and the applicant before the scheduled public meeting.

-
2. For amendments where the most intense permitted use in the proposed district would generate more than 50 external trips during the peak hour, a TIA (Section 7.3.3) may be required; all road improvements needed to maintain the current level of service shall be identified (based on that analysis), and assurances shall be provided so that all road improvements will be in place so the impacts of the development are accommodated, and the current level of service is maintained.

C. Planning Commission Recommendation:

1. **Public Notification:** None.
2. **Hearing by PC:** All papers and other data submitted by the applicant on behalf of the amendment request shall be transmitted to the PC. The PC, at regular meetings, shall review and prepare a recommendation for transmittal to the City Council. At such meeting(s), any party may appear in person, by agent, or by attorney. Following action by the PC, all papers and data pertinent to the application shall be transmitted to the City Council for final action. The PC shall study the proposed amendment, taking into account all factors that it may deem relevant, including, but not limited to:
 - a. Consistency (or lack thereof) with the Comprehensive Plan and Civic Master Plan;
 - b. Compatibility with the present zoning, with conforming uses of nearby property, and with the character of the neighborhood;
 - c. Suitability of the property that would be affected by the amendment;
 - d. Compatibility with the natural features of — and any archaeological or cultural resources on — the property;
 - e. Marketability of the property that would be affected by the amendment; and
 - f. Availability of roads, sewer, water, and stormwater facilities generally suitable and adequate for the affected property.
3. At the close of the public meeting, the PC shall recommend approval, modified approval, or denial of the amendment.
4. Upon receipt of a recommendation from the PC, the staff shall have 30 days within which to submit its report of the PC's deliberations and recommendation City Council. If the PC or its staff fail to submit a report within the 30-day period, it shall be deemed to have recommended approval of the proposed amendment.
5. If, after three PC meetings, no recommendation has been made (e.g., each meeting has resulted in the request being tabled), the item will proceed to City Council. Staff will prepare a report of the PC deliberations within 30 days of the third PC meeting.

D. City Council Hearing:

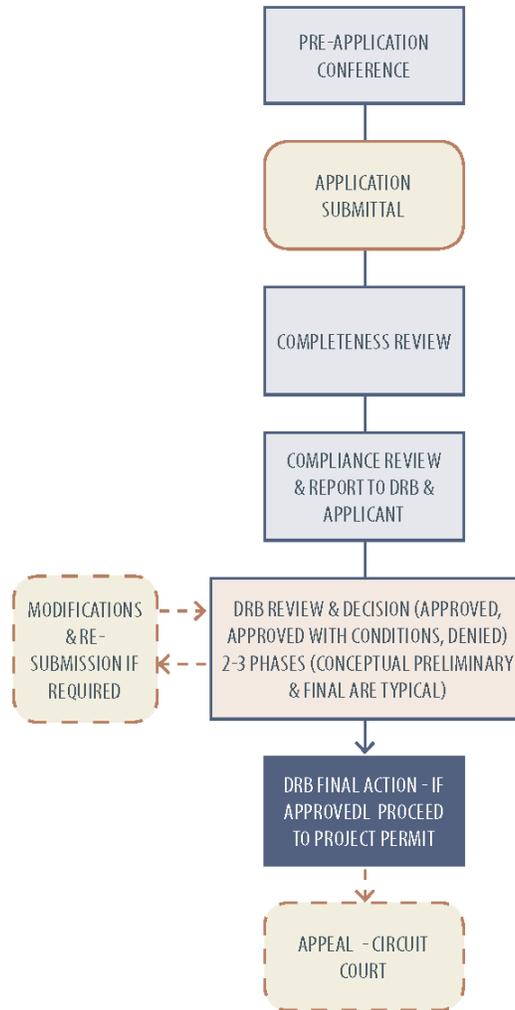
1. **Public Notification:** Levels 1, 2, and 3.
2. **Timing:** City council shall consider the proposed map or text amendment at the earliest reasonable date and shall consider the report of the PC in making a decision.
3. **Decision:** City council shall act to approve, approve with modifications, or deny the proposed amendment.
4. **Notification of Result:** The applicant shall be notified in writing within 15 days of City Council's action.

9.16.4 UPDATE OF ZONING MAP

Following City Council's final action, any necessary changes shall be made to this Code, or to the Official Zoning Map within 7 days. A written record of the type and date of such change shall be maintained by the Administrator. After 7 days of the official action, the action by City Council shall be considered official even if the Administrator fails to make the written change to the appropriate document.

9.16.5 APPEALS

An applicant aggrieved by the amendment decisions of the City Council may appeal to the circuit court within 30 days of the decision.



- B. **Process Type:** Discretionary.
- C. **Pre-Application Procedure:** Every applicant for a Major Development Plan is required to meet with the Administrator prior to the submittal of an application. The purpose of this meeting is to provide clarification and assistance in the preparation and submission of plat for approval. It is recommended that the applicant provide a Sketch Plan (Section 9.3.1 B.) to the Administrator prior to or at the pre-application conference. The provision of a sketch plan will allow the Administrator an opportunity to review the proposal before the applicant expends funds on the preparation of a detailed Site Plan.
- D. **Required Application Information:** Site Analysis (Section 9.3.1 A.), Sketch Plan (Section 9.3.1 B.), Site Plan (Section 9.3.1 C.), Construction Documents (Section 9.3.1 D.), As-Built Drawings (Section 9.3.1 E.), Building Elevations for Design Review (Section 9.3.1 G.) —a Traffic Impact Analysis (Section 7.3.3) and/or Archeological Impact Analysis (Section 8.3) may also be necessary as determined by the Administrator.
- E. **Determination of Completeness:** The Administrator shall review the application to ensure that it is complete, prepare a report and recommendation on the application, and schedule the matter for a public review before the Design Review Board.
- F. **Public Notification:** None.

-
- G. **Neighborhood Meeting:** Optional.
- H. **Public Meeting:** The Planning Commission shall hold a public meeting on the proposal. The applicant and other property owners likely to be materially affected by the application shall be given an opportunity to be heard.
- I. **Decisions/Findings of Fact:** Following the public meeting, the Planning Commission may approve, deny, or approve with conditions the application for a Major Development. No Major Development shall be approved unless the following findings of fact can be made:
1. The plan is consistent with the adopted plans and policies of the City.
 2. The plan complies with all applicable requirements of this Code.
 3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed.
 4. The proposed plan conforms to the character of the neighborhood, considering the location, type and height of buildings or structures and the type and extent of landscaping on the site.
 5. The proposed plan conforms to the Building Design Standards in Article 4.
 6. The application will not substantially lessen the value of adjoining or abutting property and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.
- J. **Time Frame for Review:** Major Development Design applications shall be reviewed by Staff within 90 days after filing. Following approval, or approval with conditions, the applicant shall be directed to prepare detailed Construction Documents (Section 9.3.1 D.) for final approval by the Administrator and the TRC (as necessary).
- K. **Appeals:** Any party aggrieved by the decisions of the Planning Commission may appeal to the Circuit Court of Beaufort County within 30 days of the decision.
- L. **Permit Validity:** Upon the approval of the Major Development Design application, the applicant shall have 2 years to obtain a Project Permit. Failure to secure a permit for the permitted work within this time shall render the compliance void. Any change to the approved plans that has not been authorized by the Administrator shall invalidate the design approval, and any subsequent building permits.
- M. **Permit Extension:** The Administrator may grant up to 5 one-year extensions of this time period upon submittal by the applicant of sufficient justification for the extension. Extensions shall be submitted at least 1 month prior to the expiration date.

10.2: PLANNING COMMISSION

10.2.1 POWERS AND DUTIES

A. Planning Commission established. There is hereby established a Planning Commission for the City of Beaufort, which shall have the powers and duties as provided in S.C. Code 6-29-310, et seq.

- (1) Composition of the commission. The Planning Commission shall consist of seven (7) members appointed by Beaufort City Council for terms of three (3) years, staggered so that one-third of the members shall have terms expiring in each year. Adoption of the ordinance codified in this subsection shall appoint two (2) members to the commission for terms of one (1) year, two (2) members to the commission for terms of two (2) years, and three (3) members for terms of three (3) years. Members shall serve until their successors are appointed and qualified. No member of the Planning Commission shall be the holder of an elected public office in the City of Beaufort. The membership of the planning commission at all times includes not less than four (4) members who are licensed either as architects, landscape architects, attorneys, civil engineers, urban planners, or licensed contractors. All members of the commission will be residents of the City of Beaufort, property owners within the City of Beaufort, or own or operate a business within the City of Beaufort.
- (2) Terms: Except as otherwise described in 10.2.1 A.1, commissioners will serve three-year terms, with a max of two terms. Members who have served for two full terms shall wait one calendar year before they may serve again. Terms will not end until a replacement has been officially appointed.
- (3) Powers and Duties: The commission shall have the powers and duties as provided in S.C. 6-29-310, et seq, and the following additional duties:
 - i. Review and approve, approve with conditions, or deny all Major Subdivision Sketch Plans;
 - ii. Review and make recommendations to the City Council regarding amendments to the text of this development code;
 - iii. Review and make recommendations to the City Council regarding amendments to the official zoning map;
 - iv. Review and make recommendations to the City Council regarding amendments to the Comprehensive Plan;
 - v. Review and approve, approve with conditions, or deny major Site Plans as per the requirements of Section 9.8.2, and delegate to City Staff all other Site Plan approvals not stated in Section 9.8.2;
 - vi. Delegate Preliminary Plat, and Final Subdivision Plat review and approval to City Staff;
 - vii. Review and make recommendations to City Council regarding proposed annexations into the city, and;
 - viii. Consider the Northern Beaufort County Regional Plan and Growth Area in any review and approval as defined in this Section.
- (4) Compensation. Members of the Planning Commission shall serve without compensation. Reimbursement for actual expenses incurred in the performance of official duties may be reimbursed

from budgeted funds pursuant to reimbursement policies and procedures for employees of the City of Beaufort.

- (5) Removal of members. Members of the planning commission may be removed at any time by Beaufort City Council for cause. The existence of cause shall be discussed by the council in executive session as permitted by the Freedom of Information Act, S.C. Code Sec. 30-4-70(a)(1), and the determination of removal shall be by vote in public session declaring a vacancy in the position without a statement of cause. Any fact which, in the discretion of council, is deemed to adversely affect the public interest, including lack of attendance at meetings, may constitute cause.
- (6) Organization and rules of procedure. The Planning Commission shall organize, elect officers, and adopt rules of procedure as required by S.C. Code 6-29-360. The Planning Commission shall elect a chairperson and a vice-chairperson from its members who shall serve for 1 year or until reelected, or until a successor is elected. The Planning Commission shall appoint a secretary, who may be an employee of any of the governmental entities. The Planning Commission shall adopt and adhere to rules of procedure for the conduct of business. An abstention from voting shall be considered a vote to deny the motion.
- (7) Quorum. A majority of the members appointed shall constitute a quorum.
- (8) Public hearings. The Beaufort Planning Commission shall hold all public hearings on amendments to the city zoning ordinance and zoning map pursuant to S.C. Code 6-29-760(A), Major Development as defined in Section 9.8.2 of the Beaufort Development Code, Appeals of Minor Development as defined in Section 9.8.1, Platting as defined in Section 9.9.3 and 9.9.4, recommendations on Annexations, recommendations on Text amendments of the Beaufort Development Code, and Adoption and updates of the Beaufort Comprehensive Plan.

10.8: Reserved

EXHIBIT B
(REDLINE TEXT
CHANGES)

Section 2.8.5

2.8.5 LEGACY PLANNED UNIT DEVELOPMENT DISTRICT (LPUD)

- A. **Purpose:** The legacy planned unit development (LPUD) zoning district is intended to be utilized only for the continuation of previously established PUDs.
- B. **Minor Plan Amendments Permitted by the Administrator:** The amendment of previously approved PUDs shall be approved by the Administrator, if the amendment results in a development intensity that is no greater than the previously approved intensity in terms of total square feet, total number of units, height, and build-upon area. Additionally, a minor plan amendment shall be limited to technical considerations that could not be reasonably anticipated during the approval process, or any other change that has no material effect on the character of the approved PUD development or any of its approved terms or conditions.
- C. **Major Plan Amendments Permitted by City Council Approval Only:** All major changes not subject to B, above, shall be reviewed by the ~~Metropolitan~~-Planning Commission (~~M~~PC) and approved by City Council in accordance with the procedures outlined in Section 2.8.4 B.1.
- D. **Rezoning a PUD:** Any existing LPUD may choose to rezone to a standard City zoning district by going through the rezoning process in accordance with the procedures outlined in Section 9.16.

Section 7.2.1

7.2.1 STREET INFRASTRUCTURE PLANS

- A. **Purpose and Intent:** The Street Infrastructure Plans (in Appendix C) provide diagrams of the city's street network and establishes the ideal alignment, hierarchy and design characteristics - including total right-of-way width, sidewalk and streetscape amenities, parking lanes, travel lanes and other geometric and urban design details - for all existing streets, proposed streets that have been adopted as part of an Official Map, and new potential streets in the City of Beaufort.
- B. **Official Street Network Plan:** Pursuant to the authority of S.C. Code 1976 § 6-7-1210 et seq. (1976), as amended, the City has previously adopted several Official Maps. An Official Street Network Plan is incorporated into this Code in order to represent a composite of these previously-adopted Official Maps.
1. **Purpose:** This plan represents a composite of all Official Maps, to date, in the City. The map designates existing or proposed streets or ways within the City that are targeted for creation, expansion or other improvements. The Official Street Network Plan shall initially consist of a series of four (4) separate maps, included in Appendix C, which shall be deemed a part of the Beaufort Code.
 2. **Modification:** The Official Street Network Plan may be modified or supplemented per the procedure for Amendments and Rezoning (Section 9.16). The ~~Metropolitan~~ Planning Commission (~~MPC~~) will review the Official Street Network Plan on a regular basis at intervals of every 6 months, or thereabouts. In addition, the maps will be automatically updated as additional Official Maps are approved per the appropriate process required by state law.
- C. **Specific Street Sections:** The street sections noted in Appendix C show specific street designs for the purposes of identifying future improvements by both the city and fronting property owners. These sections depict the ideal arrangement and design of street elements.
1. **Applicability:** For any project that is considered Major Subdivision (Section 9.8.3), Major Development Design Review (Section 9.8.2), or requires a Certificate of Appropriateness, Major (Section 9.10.2 A.2.) and affects one whole block face, the fronting property owner shall install all prescribed streetscape improvements as part of the development project.
 - a. **Exception:** If similar elements as prescribed in the street section exist — e.g., on-street parking, sidewalk, tree plantings — the requirement to install the streetscape element(s) shall be waived if those items meet the intent of the prescribed street section, even if the existing items do not meet the exact requirements of that street section.
Example Scenarios: If a street section prescribes a 5-foot sidewalk, but a 4-foot sidewalk already exists, the existing sidewalk will satisfy the sidewalk requirement. However, if the street section requires a 5-foot planting strip between the curb and the sidewalk, and the 4-foot sidewalk is directly adjacent to the curb, this would not satisfy the intent of the street section and would need to be reconstructed per the prescribed standards.
 2. **Insufficient Right-of-Way Width:**
 - a. In the case of a street section adopted as part of an Official Map, where the width of the existing right-of-way is insufficient to install the prescribed street section, the fronting property owner may be required to reserve the appropriate amount of right-of-way (as measured from the centerline of the existing street). If the owner chooses to dedicate and install the complete right-of-way, the cost of the improvements may be compensated - see Section 7.2.1 E.
 - b. In the case of a street section that is not part of an Official Map, where the width of the existing right-of-way is insufficient to install the prescribed street section, the property owner is encouraged to reserve the appropriate amount of right-of-way to complete the

desired street section. If the owner chooses to dedicate and install the complete right-of-way, the cost of the improvements may be compensated - see Section 7.2.1 E.

c. **Exceptions and Alternatives:**

- i. Where available right-of-way — due to existing structures and topographic conditions — do not permit the full section to be constructed, the Administrator may adjust the required section.
- ii. A different street section may be approved which accomplishes the same intent in a smaller dimension.

D. **Creation of New Right-of-Way:**

1. Where a future right-of-way is identified on an Official Map, and thus represented on the Official Street Network Plan— these are indicated as "New Adopted Streets" — new development shall reserve this area for the new street in the future. If access is needed to the site in that location, the street shall be constructed in the general location shown.
 - a. **Alternative Paths:** The administrator may approve a different street configuration if it the proposed development plan provides a similar amount and quality of connectivity through the site. This is determined by evaluating one or more of the following: number of connections, connections of specific site elements, and required access to existing and proposed structures. For modification of the Official Street Network Plan, See Section 7.2.1 B.2.
 - b. **Street Standards:** The future right-of-way shall conform to all of the street network requirements of Section 7.2.2 below.
2. Where a new right-of-way that is not shown in the street regulating plan, is required as part of a new development, it shall be designed with appropriate elements based on its proposed location and zoning district. (See Appendix C).

- E. **Compensation:** When a project is required to make off-site improvements within the existing right-of-way, dedicate and/or improve a street with insufficient right-of-way, or install a new street (be it public or private) per the requirements in Section C. above, compensation may be available. To the extent that the City has the authority and the ability, the Traffic Impact fee for the project shall be reduced by the assessed value of the dedicated land and/or construction cost of the right-of-way improvement. This may be done either as a direct reduction, rebate, or reimbursement of fees.

Section 9.1.4

9.1.4 PERMIT/PROCESS TYPE TABLE

PERMIT/PROCESS TYPE	SECTION	PERMIT/PROCESS TYPE	REVIEWING AGENCY	PUBLIC NOTICE	APPROVAL	APPEAL PROCESS	PERMIT PERIOD	PERMIT EXTENSION
ADMINISTRATIVE PERMITS								
Zoning Permit	9.5	Administrative	Admin	None	Admin	ZBOA	6 months	6 months, 1 time
Building Permit	9.5	Administrative	Admin	None	Admin	ZBOA	6 months	Resubmit
Certificate of Compliance	9.5	Administrative	Admin	None	Admin	ZBOA	n/a	n/a
Certificate of Occupancy	9.6	Administrative	Admin	None	Admin	ZBOA	n/a	n/a
DEVELOPMENT DESIGN REVIEW								
Development Design Review, Minor	9.7	Administrative	Admin	None	Admin	DRB <u>PC</u>	24 months	12 months, up to 5 times
Development Design Review, Major	9.7	Discretionary	Admin	None	DRB <u>PC</u>	Court 30 days to appeal	24 months	12 months, up to 5 times
SUBDIVISION REVIEW								
Subdivision, Minor, Site Plan	9.8	Administrative	Admin	None	Admin	MPC <u>PC</u>	24 months	12 months, up to 5 times
Subdivision, Major, Sketch Plan	9.8	Discretionary	Admin TRC	None	MPC	Court	24 months	12 months, up to 5 times
Subdivision, Major, Site Plan	9.8	Administrative	Admin, TRC	None	Admin	MPC <u>PC</u>	24 months	12 months, up to 5 times
Subdivision Final Plan	9.8	Administrative	Admin TRC	None	Admin	MPC <u>PC</u>	24 months	12 months, up to 5 times
HISTORIC PRESERVATION								
Certificate of Appropriateness, Minor	9.9	Administrative	Admin	Demolition Only: Yes (1,2, 3)	Admin	<u>ADMIN/HRB</u>	24 months	12 months, up to 5 times

Certificate of Appropriateness, Major	9.9	Discretionary	Admin	Demolition & Design Exception only: Yes (1,2)	HRB	Court 30 days to appeal	24 months; no expiration for demolitions	12 months, up to 5 times
Local Historic District/ Historic Sign Designation	9.10	Legislative	Admin, MPC , HRB	None	CC	Court	n/a	n/a
RELIEF								
Administrative Adjustment	9.11	Administrative	Admin	None	Admin	ZBOA	24 months	12 months, up to 5 times
Special Exception	9.12	Discretionary	Admin	Yes (1, 2)	ZBOA	Court 30 days to appeal	24 months	12 months, up to 5 times
Variance	9.13	Discretionary	Admin	Yes (1, 2)	ZBOA	Court 30 days to appeal	24 months	12 months, up to 5 times
ADMINISTRATION APPEALS								
Administrative Appeal	9.14	Discretionary	Admin	Yes (1)	ZBOA	Court 30 days to appeal	12 months	6 months
AMENDMENTS								
Code Amendments	9.16	Legislative	Admin, MPC	Yes (1, 2 & 3)	CC	Court 30 days to appeal	n/a	n/a
Admin-Administrator / MPC-Metropolitan Planning Commission / CC-City Council / ZBOA-Zoning Board of Appeals / HRB-Historic District Review Board / DRB-Design Review Board / TRC-Technical Review Committee / Court - Circuit Court 								
Note: Any appeals that are assigned to Court are eligible for pre-litigation mediation pursuant to § SC ST 6-29-1155								

Section 9.8.2



9.8.2 DEVELOPMENT DESIGN REVIEW (MAJOR)

Applicability:

- **Civic and Educational Facilities:** Any new development classified as a Civic Facility or Educational Facility (see Sections 3.4.1 A. and 3.4.1 C.).
- **Vehicle-Related Uses:** Any new development that includes fuel-dispensing facilities, drive-thru facilities, or structured parking.
- **Nonresidential Development:** ~~Any commercial development. Project having more than a 10,000-square foot building footprint, not including porches.~~



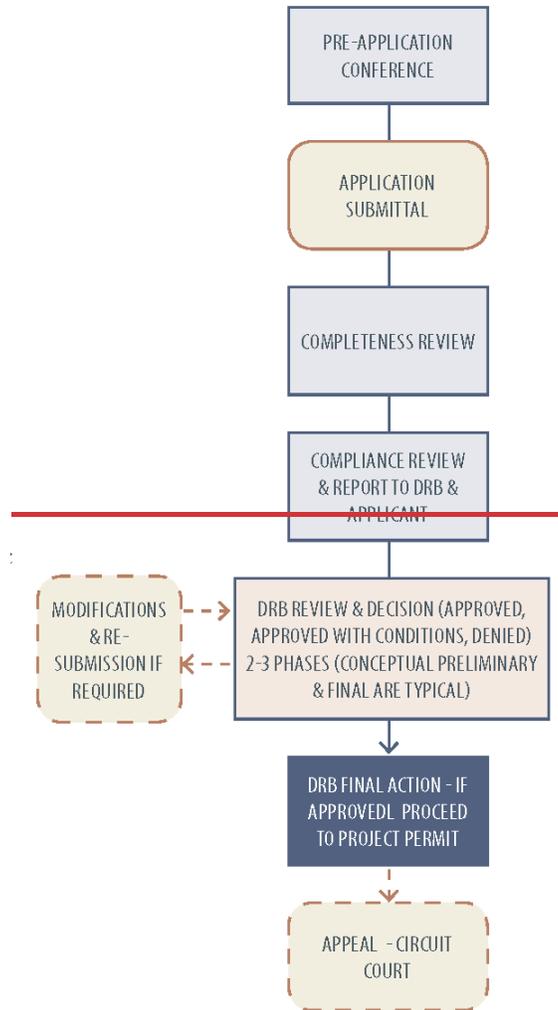
- **Residential Development:** Single-family attached or multi-family developments containing more than ~~10~~ 24 units.

Exceptions:

- Lots in the Beaufort Historic District are not subject to Development Design Review, and shall instead be evaluated by the HRB for compliance with the Historic District Guidelines (see Section 9.10 Certificate of Appropriateness, Minor and Major).



- Projects in Redevelopment District Overlay Districts, are not subject to review by the Design Review Board and shall instead be evaluated by the Administrator (see Section 2.7.3). The Administrator shall post all projects for review in said districts for a 15 day public review and comment period for each major submittal. Minor revisions to the plans (not related to use, density, building frontage, or building height) shall not constitute a major submittal. A copy of all public comments shall be disseminated to the applicant and Administrator for each public comment period. Both the applicant and Administrator shall respond in writing to all public comments after each major submittal, and the project will be required to attend a TRC committee meeting, before the project is issued approval.



- B. **Process Type:** Discretionary.
- C. **Pre-Application Procedure:** Every applicant for a Major Development Plan is required to meet with the Administrator prior to the submittal of an application. The purpose of this meeting is to provide clarification and assistance in the preparation and submission of plat for approval. It is recommended that the applicant provide a Sketch Plan (Section 9.3.1 B.) to the Administrator prior to or at the pre-application conference. The provision of a sketch plan will allow the Administrator an opportunity to review the proposal before the applicant expends funds on the preparation of a detailed Site Plan.
- D. **Required Application Information:** Site Analysis (Section 9.3.1 A.), Sketch Plan (Section 9.3.1 B.), Site Plan (Section 9.3.1 C.), Construction Documents (Section 9.3.1 D.), As-Built Drawings (Section 9.3.1 E.), Building Elevations for Design Review (Section 9.3.1 G.) —a Traffic Impact Analysis (Section 7.3.3) and/or Archeological Impact Analysis (Section 8.3) may also be necessary as determined by the Administrator.
- E. **Determination of Completeness:** The Administrator shall review the application to ensure that it is complete, prepare a report and recommendation on the application, and schedule the matter for a public review before the Design Review Board.
- F. **Public Notification:** None.

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- G. **Neighborhood Meeting:** Optional.
- H. **Public Meeting:** The ~~Design Review Board-Planning Commission~~ shall hold a public meeting on the proposal. The applicant and other property owners likely to be materially affected by the application shall be given an opportunity to be heard.
- I. **Decisions/Findings of Fact:** Following the public meeting, the ~~Design Review Board-Planning Commission~~ may approve, deny, or approve with conditions the application for a Major Development. No Major Development shall be approved unless the following findings of fact can be made:
1. The plan is consistent with the adopted plans and policies of the City.
 2. The plan complies with all applicable requirements of this Code.
 3. There exists adequate infrastructure (transportation and utilities) to support the plan as proposed.
 4. The proposed plan conforms to the character of the neighborhood, considering the location, type and height of buildings or structures and the type and extent of landscaping on the site.
 5. The proposed plan conforms to the Building Design Standards in Article 4.
 6. The application will not substantially lessen the value of adjoining or abutting property, and will not be detrimental to the use or development of adjacent properties or other neighborhood uses.
- J. **Time Frame for Review:** Major Development Design applications shall be acted upon within 30 days after filing; otherwise, the application shall be deemed approved, and a permit shall be issued. An extension of time may be granted by mutual consent of the ~~Design Review Board-Planning Commission~~ and the applicant. Following approval, or approval with conditions, the applicant shall be directed to prepare detailed Construction Documents (Section 9.3.1 D.) for final approval by the Administrator and the TRC (as necessary).
- K. **Appeals:** Any party aggrieved by the decisions of the ~~Design Review Board-Planning Commission~~ may appeal to the Circuit Court of Beaufort County within 30 days of the decision.
- L. **Permit Validity:** Upon the approval of the Major Development Design application, the applicant shall have 2 years to obtain a Project Permit. Failure to secure a permit for the permitted work within this time shall render the compliance void. Any change to the approved plans that has not been authorized by the Administrator shall invalidate the design approval, and any subsequent building permits.
- M. **Permit Extension:** The Administrator may grant up to 5 one-year extensions of this time period upon submittal by the applicant of sufficient justification for the extension. Extensions shall be submitted at least 1 month prior to the expiration date.

Section 9.16

9.16: AMENDMENTS AND REZONINGS

9.16.1 APPLICABILITY

When the public necessity, convenience, general welfare, or good zoning practice justify such action, and after the required review and report by the ~~Metropolitan~~ Planning Commission ~~(MPC)~~, the City Council may undertake the necessary steps to amend this Code, and its accompanying map.

9.16.2 INITIATION OF AMENDMENTS

A proposed amendment to this Code may be initiated by any member of the City Council, the ~~MPC~~, the Administrator, or by any city resident or business owner filing an application with the Administrator.

9.16.3 APPROVAL PROCESS

Requests to amend this Code shall be processed in accordance with the following requirements:

- A. **Application Procedure:** Application forms for code amendment requests shall be obtained from the Administrator. Completed forms, together with an application fee as required by Section 9.2.2, plus any additional information the applicant deems pertinent, shall be filed with the Administrator.
 1. Applications for zoning map amendments (rezoning) shall also include:



- a. Boundary map of the subject property that is prepared and sealed by a registered land surveyor.
- b. Where applicable, a copy of correspondence illustrating that the applicant has solicited written comments from the appropriate property owners' association regarding the requested amendment. Such correspondence shall encourage the association to direct any comments in writing to the Administrator and the applicant within 15 calendar days of receipt of the notification.
- c. Written consent from the owner of the property that is being considered for an amendment. This is required if the applicant is not the city.

B. Staff Review and Report:

- 1. The Administrator shall prepare a staff report that reviews the proposed amendment in light of the Comprehensive Plan and the general requirements of this Code. A copy shall be provided to the MPC and the applicant before the scheduled public meeting.

-
2. For amendments where the most intense permitted use in the proposed district would generate more than 50 external trips during the peak hour, a TIA (Section 7.3.3) may be required; all road improvements needed to maintain the current level of service shall be identified (based on that analysis), and assurances shall be provided so that all road improvements will be in place so the impacts of the development are accommodated, and the current level of service is maintained.

C. **Metropolitan Planning Commission Recommendation:**

1. **Public Notification:** None.
2. **Hearing by MPC:** All papers and other data submitted by the applicant on behalf of the amendment request shall be transmitted to the MPC. The MPC, at regular meetings, shall review and prepare a recommendation for transmittal to the City Council. At such meeting(s), any party may appear in person, by agent, or by attorney. Following action by the MPC, all papers and data pertinent to the application shall be transmitted to the City Council for final action. The MPC shall study the proposed amendment, taking into account all factors that it may deem relevant, including, but not limited to:
 - a. Consistency (or lack thereof) with the Comprehensive Plan and Civic Master Plan;
 - b. Compatibility with the present zoning, with conforming uses of nearby property, and with the character of the neighborhood;
 - c. Suitability of the property that would be affected by the amendment;
 - d. Compatibility with the natural features of — and any archaeological or cultural resources on — the property;
 - e. Marketability of the property that would be affected by the amendment; and
 - f. Availability of roads, sewer, water, and stormwater facilities generally suitable and adequate for the affected property.
3. At the close of the public meeting, the MPC shall recommend approval, modified approval, or denial of the amendment.
4. Upon receipt of a recommendation from the MPC, the staff shall have 30 days within which to submit its report of the MPC's deliberations and recommendation City Council. If the MPC or its staff fail to submit a report within the 30-day period, it shall be deemed to have recommended approval of the proposed amendment.
5. If, after three MPC meetings, no recommendation has been made (e.g., each meeting has resulted in the request being tabled), the item will proceed to City Council. Staff will prepare a report of the MPC deliberations within 30 days of the third MPC meeting.

D. **City Council Hearing:**

1. **Public Notification:** Levels 1, 2, and 3.
2. **Timing:** City council shall consider the proposed map or text amendment at the earliest reasonable date and shall consider the report of the MPC in making a decision.
3. **Decision:** City council shall act to approve, approve with modifications, or deny the proposed amendment.
4. **Notification of Result:** The applicant shall be notified in writing within 15 days of City Council's action.

9.16.4 UPDATE OF ZONING MAP

Following City Council's final action, any necessary changes shall be made to this Code, or to the Official Zoning Map within 7 days. A written record of the type and date of such change shall be maintained by the Administrator. After 7 days of the official action, the action by City Council shall be considered official even if the Administrator fails to make the written change to the appropriate document.

9.16.5 APPEALS

An applicant aggrieved by the amendment decisions of the City Council may appeal to the circuit court within 30 days of the decision.

Section 10.2

10.2 : METROPOLITAN PLANNING COMMISSION

10.2.1 POWERS AND DUTIES

A. Authority: Pursuant to S.C. Code 1976 § 6-29-320 et seq., as amended, and ordinances of the Town of Port Royal South Carolina and Beaufort County, there is established a Beaufort Port Royal Metropolitan Planning Commission (MPC), which shall perform all planning functions in the areas of jurisdiction of the City of Beaufort and the Town of Port Royal, South Carolina, and the unincorporated areas of Port Royal Island and Lady's Island, all of which have been designated as the growth area in the Northern Beaufort County Regional Plan (collectively defined herein as the "Growth Area" on the Growth Area Map in Chapter 2 of the Regional Plan). The MPC is created so that the two municipalities and Beaufort County can act together to enhance present advantages, to overcome collective problems involving these three governmental entities in which joint resolution is advisable, and to engage in orderly planning for the wise conservation of historic and natural resources, and for the growth of business enterprises providing new or expanded job opportunities in the growth area.

B. Territorial Jurisdiction:

1. The MPC may exercise the power set forth in S.C. Code tit. 6, ch. 29, as amended, in the following areas: all lands within the City of Beaufort, the Town of Port Royal, and the growth area, as defined in the Northern Beaufort County Regional Plan and shown on the Growth Area Map.
2. The City Council may expand the jurisdiction of the MPC by ordinance and/or intergovernmental agreement, in accordance with the provisions of S.C. Code § 6-29-330.

C. Powers and Duties with Regards to the Growth Area: The MPC will have authority, pursuant to state law, for planning in the growth area. It will handle all matters in the growth area that are delegated to it and that require MPC action. In order to better coordinate growth within the growth area, the MPC shall

1. Promote comprehensive planning in the growth area.
2. Review all zoning and land development regulation amendments for conformity with the respective Comprehensive Plan. Conflicts with the Comprehensive Plan shall be noted in any report to the respective governmental entity making the regulation amendment.
3. Review and make recommendations concerning all annexations with specific attention to those of regional impact within the growth area.
4. Review and make recommendations concerning all requests for zoning within the growth area.
5. Review and make recommendations concerning major transportation projects affecting the growth area.
6. Review and make recommendations on other matters delegated by any of the governmental entities or such other matters as may appropriately come before the Commission.
 - a. In matters affecting the entire growth area, the MPC shall report its recommendations to the councils for the municipalities, and to the county planning commission.
 - b. In matters affecting only one governmental entity, the MPC shall report its recommendations to that governmental entity.
 - c. Municipal and county staffs will work together to share responsibility for presenting matters to the MPC as outlined in the commission's adopted "Rules of Procedure."

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D- Powers and Duties with Regard to the City of Beaufort: Additionally, as to matters pertaining to lands within the City of Beaufort limits, the Beaufort City Council designates to the MPC the following additional duties:

1. Review and make recommendations to the City Council in regard to planting, tree preservation, and other aesthetic consideration for land and land structures that are outside of public rights-of-way, designated open space, or public parks.
2. Review and make recommendations on public projects.
3. Review and approve, approve with conditions, or deny all Major Subdivision Sketch Plans.
4. Delegate Site Plan (syn. Preliminary Plat) and Final Subdivision Plat review and approval to city staff.
5. Review and make recommendations to the City Council about amendments to the text of this Development Code.
6. Review and make recommendations to the City Council about amendments to the Official Zoning Map.

(Ord. No. O-22-19, 12-10-2019)

A. Planning commission established. There is hereby established a planning commission for the City of Beaufort, which shall have the powers and duties as provided in S.C. Code Title Sec. 6-29-310, et seq.

- (1) Composition of the commission. The Planning Commission shall consist of seven (7) members with an interest, competence, or knowledge in Planning, appointed by Beaufort City Council for terms of three (3) years, staggered so that one-third of the members shall have terms expiring in each year. Adoption of the ordinance codified in this subsection shall appoint two (2) members to the commission for terms of one (1) year, two (2) members to the commission for terms of two (2) years, and three (3) members for terms of three (3) years. Members shall serve until their successors are appointed and qualified. No member of the Planning Commission shall be the holder of an elected public office in the City of Beaufort. To the greatest extent possible, the membership of the planning commission at all times includes not less than four (4) members who are licensed either as architects, landscape architects, civil engineers, urban planners, attorneys, or licensed contractors. All members of the commission will be residents of the City of Beaufort, property owners, or own or operate a business within the City of Beaufort.
- (2) Terms: Except as otherwise described in 10.2.1 A.1, commissioners will serve three-year terms, with a max of two terms. Members who have served for two full terms shall wait one calendar year before they may serve again. Terms will not end until a replacement has been officially appointed.
- (3) Powers and Duties: The commission shall have the powers and duties as provided in S.C. Code Sec. 6-29-310, et seq, and the following additional duties:
 - i. Review and approve, approve with conditions, or deny all Major Subdivision Sketch Plans;
 - ii. Review and make recommendations to the City Council regarding amendments to the text of this development code;
 - iii. Review and make recommendations to the City Council regarding amendments to the official zoning map;
 - iv. Review and make recommendations to the City Council regarding amendments to the Comprehensive Plan;
 - v. Review and approve, approve with conditions, or deny major Site Plans as per the requirements of Section 9.8.2, and delegate to City Staff all other Site Plan approvals not stated in Section 9.8.2;

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- vi. Delegate Preliminary Plat, and Final Subdivision Plat review and approval to City Staff;
- vii. Review and make recommendations to City Council regarding proposed annexations into the City; and
- viii. Consider the Northern Beaufort County Regional Plan and Growth Area in any review and approval as defined in this Section.

- (4) Compensation. Members of the planning commission shall serve without compensation. Reimbursement for actual expenses incurred in the performance of official duties may be reimbursed from budgeted funds pursuant to reimbursement policies and procedures for employees of the City of Beaufort.
- (5) Removal of members. Members of the planning commission may be removed at any time by Beaufort City Council for cause. The existence of cause shall be discussed by the council in executive session as permitted by the Freedom of Information Act, S.C. Code Sec. 30-4-70(a)(1), and the determination of removal shall be by vote in public session declaring a vacancy in the position without a statement of cause. Any fact which, in the discretion of council, is deemed to adversely affect the public interest, including lack of attendance at meetings, may constitute cause.
- (6) Organization and rules of procedure. The Planning Commission shall organize, elect officers, and adopt rules of procedure as required by S.C. Code 6-29-360. The PC shall elect a chairperson and a vice-chairperson from its members who shall serve for 1 year or until reelected, or until a successor is elected. The Planning Commission shall appoint a secretary, who may be an employee of any of the governmental entities. The Planning Commission shall adopt and adhere to rules of procedure for the conduct of business. An abstention from voting shall be considered a vote to deny the motion.
- (6) Quorum. A majority of the members appointed shall constitute a quorum.
- (7) Public hearings. The Planning Commission shall hold all public hearings on amendments to the city zoning ordinance and zoning map pursuant to S.C. Code 6-29-760(A), Major Development as defined in Section 9.8.2 of the Beaufort Development Code, Appeals of Minor Development as defined in Section 9.8.1, Platting as defined in Section 9.9.3 and 9.9.4, recommendations on Annexations, recommendations on Text amendments of the Beaufort Development Code, and Adoption and updates of the Beaufort Comprehensive Plan.

Formatted: List 2

10.2.2 MEMBERSHIP, TERMS, AND COMPENSATION

- ~~A. **Number, Appointment:** All city appointed MPC members shall be residents of the city, own property in the city, or own or operate a business in the City. The MPC shall consist of 6 members, appointed for staggered terms, 2 members from each municipality, and 2 members from Beaufort County. No member shall hold an elective public office. Appointments to the MPC shall comply with the City Council's resolution establishing the guidelines for appointments to city boards/committees as adopted on November 9, 1993 and revised from time to time.~~
- ~~B. **Terms:** Members may be appointed to succeed themselves up to a maximum of 2 full 3-year terms. Thereafter, members may be appointed only after they have been off the MPC for at least 1 year. All terms shall end on June 30 of the applicable year, and members must continue to serve until their successors are appointed.~~
- ~~C. **Term Limits:** No member may serve for more than 2 successive terms, except for extraordinary circumstances where the City Council believes it to be in the best interest of the community to have a particular member continue for a specific period of time. This limitation shall not prevent any person from being appointed to the MPC after an absence of 1 year. Service for a partial term of less than 1½ years shall not constitute a term of service for purposes of this section.~~
- ~~D. **Vacancies:** A vacancy for any reason shall be filled for the unexpired term.~~

E. ~~Removal:~~ The City Council may remove any city appointed member of the MPC for cause by majority vote of the council.

F. ~~Compensation:~~ Members shall serve without pay. Members may be reimbursed for actual expenses incurred in the performance of their duties from available funds approved in advance by the Administrator.

10.2.3 OFFICERS, MEETINGS, AND QUORUM

A. ~~Officers:~~ The organization of the MPC shall be as provided for under S.C. Code 1976 § 6-29-360, as amended. The MPC shall elect a chairperson and a vice chairperson from its members who shall serve for 1 year or until reelected, or until a successor is elected. The MPC shall appoint a secretary, who may be an employee of any of the governmental entities.

B. ~~Meetings:~~ Meetings of the MPC shall be held at the call of the chairperson and at such other times as the MPC may determine. All meetings of the MPC shall be open to the public.

C. ~~Quorum:~~ A majority of the members appointed shall constitute a quorum.

D. ~~Notice of Meetings:~~ Reasonable notice of the time, place, and agendas of the meetings shall be given to the public. The news media shall be contacted in accordance with state law.

E. Rules of Proceeding:

1. ~~The MPC shall adopt and adhere to rules of procedure for the conduct of business.~~

2. ~~An abstention from voting shall be considered a vote to deny the motion.~~

F. ~~Minutes:~~ The MPC shall keep minutes of its proceedings, showing the vote of each member upon each question, or indicating absence or failure to vote.

G. ~~Staff:~~ The MPC shall work with the Department of Community and Economic Development for all projects within the city.

(Ord. No. O-22-19, 12-10-2019)

Section 10.8

10.8: Reserved DESIGN REVIEW BOARD

10.8.1 POWERS AND DUTIES

- A. ~~**Territorial Jurisdiction:** The Design Review Board (DRB) shall have jurisdiction over the entire city, except for the Historic District.~~
- B. ~~**Powers and Duties:** Review, and approve, or deny, in accordance with the requirements set forth in The Beaufort Development Code, the aesthetic design of all applications subject to Major Development Design Review as outline in Section 9.8.2.~~

(Ord. No. O-22-19, 12-10-2019)

10.8.2 MEMBERSHIP, TERMS, AND COMPENSATION

- A. ~~**Number, Appointment:**~~
- ~~The DRB shall be appointed by the City Council.~~
 - ~~The DRB shall be composed of 5 voting members who shall be residents of the city, own property in the city, or own or operate a business in the City. The DRB shall include 3 design professionals, and 2 citizen representatives. With regard to the design professional positions, it is preferable that the positions be as follows: 1 landscape architect, 1 architect, and 1 engineer. With regard to the citizen representatives, it is preferable that 1 representative be a business owner, preferably owning a business on a Primary Street(see Appendix C.3).~~
- B. ~~**Terms:** All terms shall be for 3 years. All terms shall expire on June 30 of the applicable year and members must continue to serve until their successors are appointed.~~
- C. ~~**Term Limits:** No member may serve for more than 2 successive terms, except for extraordinary circumstances where the City Council believes it to be in the best interest of the community to have a particular member continue for a specific period of time. This limitation shall not prevent any person from being appointed to the HRB after an absence of 1 year. Service for a partial term of less than 1½ years shall not constitute a term of service for purposes of this section.~~
- D. ~~**Vacancies:** Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment.~~
- E. ~~**Removal:** The City Council may remove any member of the DRB for cause.~~
- F. ~~**Compensation:** Members shall serve without pay. Members may be reimbursed for actual expenses incurred in the performance of their duties from available funds approved in advance by the Administrator.~~

10.8.3 OFFICERS, MEETINGS, AND QUORUM

- A. ~~**Officers:** The DRB shall elect a chairperson and a vice chairperson from its members who shall serve for 1 year or until reelected, or until a successor is elected. The DRB shall appoint a secretary, who may be an employee of the City.~~
- B. ~~**Meetings:** Meetings of the DRB shall be held at the call of the chairperson and at such other times as the DRB may determine. All meetings of the DRB shall be open to the public.~~

-
- C. ~~**Quorum:** At least 3 of the members of the DRB must be present to constitute a quorum.~~
- D. ~~**Notice of Meetings:** Reasonable notice of the time, place and agendas of the meetings shall be given to the public. The news media shall be contacted in accordance with state law.~~
- E. ~~**Rules of Proceeding:**~~
1. ~~The DRB shall adopt and adhere to rules of procedure for the conduct of business.~~
 2. ~~An abstention from voting shall be considered a vote to deny the motion.~~
- F. ~~**Minutes:** The DRB shall keep minutes of its proceedings, as required by state law.~~
- G. ~~**Staff:** The staff of the City's Department of Community and Economic Development may provide support to the DRB from time to time.~~

(Ord. No. O 22 19, 12 10 2019)



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/1/2023
FROM: Scott Marshall, City Manager
AGENDA ITEM TITLE: Ordinance authorizing the execution and delivery of an encroachment and easement agreement and other matters related thereto - 1st reading
MEETING DATE: 9/12/2023
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Magnus, LLC, is selling their Commerce Park Property located at 74 Schein Loop. In preparing to sell the property, they have encountered perceived title issues and they are seeking the City's assistance in clearing them.

Reference Attachment 1, Alta Survey dated May 12, 2023, Revised July 18, 2023

1. The northwest corner of the structure encroaches on what the survey indicates as a utility/drainage easement. To the degree that the City may have property rights in the easement, the seller is requesting approval for the encroachment of the structure through the granting of an easement.
2. The southern edge of the property, running south to northeast, abuts the northern edge of 57 Schwartz Road, a property owned by the City. Currently there is encroachment onto 57 Schwartz Road by existing Rip Rap adjacent to a retention pond located on the 74 Schein Loop property. Additionally, there is also an existing outfall from the retention pond that encroaches onto the City's property at 57 Schwartz Road.

The Ordinance presented for consideration, which was drafted and reviewed by legal counsel, will satisfy both concerns raised by Magnus, LLC. The accompanying Encroachment and Easement Agreement grants an encroachment of the building into the drainage easement limited to the rights of the City with respect to the drainage easement. It also grants a non-exclusive easement for the rip rap and runoff of water from the detention pond onto the property located at 57 Schwartz Road.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval of the Ordinance presented for consideration and suggests the following motion language:

"I move to approve the Ordinance authorizing the execution and delivery of an encroachment and

easement agreement and other matters relating thereto, as presented."

ATTACHMENTS:

Description	Type	Upload Date
Ordinance authorizing the execution and delivery of an encroachment and easement agreement and other matters related thereto	Ordinance	9/1/2023
Exhibit A to Ordinance - Encroachment and Easement Agreement	Exhibit	9/1/2023
Alta Survey	Backup Material	9/1/2023

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ENCROACHMENT AND EASEMENT AGREEMENT AND OTHER MATTERS RELATING THERETO.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort (the “*City Council*”), the governing body of the City of Beaufort, South Carolina (the “*City*”), as follows:

Section 1 Findings. The City Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(a) The City is a municipal corporation of the State of South Carolina (the “*State*”) and as such possesses all general powers granted by the Constitution and statutes of the State to municipalities, including the power pursuant to Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended, to convey interests in real property.

(b) The City is the owner of certain real property located within Beaufort Commerce Park, and previously owned certain real property within Beaufort Commerce Park identified by Tax Map # R120-024-000-0447-0000 (the “*Property*”), on which a subsequent property owner, Magnus BCP1, LLC (the “*Property Owner*”), has developed a spec building. The current owner of the Property intends to sell the Property, and has requested that the City grant certain encroachments and easements in connection with such sale in order to correct certain title issues.

(c) The City desires to enter into an Encroachment and Easement Agreement with the Property Owner, the form of which is attached to this Ordinance at **Exhibit A** (the “*Agreement*”) in order to facilitate the sale of the Property and the further development of Beaufort Commerce Park.

Section 2 Approval of Form of Agreement. The form, provisions, terms, and conditions of the Agreement, as attached at **Exhibit A** to this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Agreement was set out in this Ordinance in its entirety. The City Manager of the City of Beaufort (the “*City Manager*”) is hereby authorized, empowered, and directed to execute the Agreement in the name and on behalf of the City; the Clerk to the City Council (the “*City Clerk*”) is hereby authorized, empowered and directed to attest the same; and the City Manager is further authorized, empowered, and directed to deliver the Agreement to the Company. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the City thereunder and as shall be approved by the official or officials of the City executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Agreements now before this meeting.

Section 3 Repealer; Effective Date. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of Page Left Blank]

DONE AND ENACTED in a meeting of the Council duly assembled this 26th day of September 2023.

CITY OF BEAUFORT, SOUTH CAROLINA

[SEAL]

Stephen Murray, Mayor

Attest:

Traci Guldner, City Clerk

First Reading: September 12, 2023
Second Reading: September 26, 2023

EXHIBIT A

Encroachment and Easement Agreement

EXHIBIT "A"

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

1. Grant of Encroachment. City hereby grants, bargains, sells and conveys unto Magnus, for the benefit of the Magnus Property, the right to maintain the Building Encroachment into the Drainage Easement; provided, however, the Building Encroachment granted hereby is limited to the rights of the City with respect to the Drainage Easement. The encroachment granted herein shall include the right of the owner of the Magnus Property to perform reasonable maintenance and repair to the improvements located within the Building Encroachment.

2. Grant of Easements. City hereby grants, bargains, sells and conveys unto Magnus, for the benefit of the Magnus Property, a non-exclusive easement over the City Property for the Rip Rap Encroachments and for the flow of water from the retention pond onto the City Property. The easement granted herein shall include the right of the owner of the Magnus Property to perform reasonable maintenance and repair to the improvements located within the Rip Rap Encroachments.

3. Legal Effect. The easements and rights created by this Agreement are appurtenant and may not be transferred, assigned, or encumbered except as an appurtenant easement. Each covenant contained in this Agreement constitutes a covenant running with the land, binds the Parties and any successor or assign now having or hereafter acquiring an interest in the Magnus Property or City Property, and will inure to the benefit of the Parties, and their respective successors, assigns and mortgagees.

4. No Dedication. Nothing contained in this Agreement will be deemed to constitute a gift, grant or dedication of any portion of the easement area to the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to the private use of the Parties named or described herein, their respective successors, assigns and mortgagees, and is not intended to confer upon any person who is not named or described herein any rights as a third party beneficiary hereunder or to give any such person any rights whatsoever.

5. Governing Law. This Agreement will be construed in accordance with the laws of the State of South Carolina.

6. Binding Effect. The provisions of this Agreement will be binding on the Parties and their respective successors, assigns and mortgagees to the extent herein provided.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES ATTACHED]

EXHIBIT "A"

SIGNATURE PAGE OF ENCROACHMENT EASEMENT AGREEMENT

IN WITNESS WHEREOF, Magnus has caused this Agreement to be signed, sealed, and delivered to be effective as of the day and year first above written.

WITNESS: MAGNUS BCP1, LLC, a South Carolina limited liability company

Witness Number 1

By: G. William Owen President and Secretary (SEAL)

Witness Number 2

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) ACKNOWLEDGMENT

I, a notary public for the State of South Carolina, do hereby certify that G. William Owen, President and Secretary of Magnus BCP1, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this day of , 2023.

(SEAL)

Signature of Notary Public
My Commission Expires:

[AFFIX NOTARY SEAL HERE]

EXHIBIT "A"

SIGNATURE PAGE OF ENCROACHMENT EASEMENT AGREEMENT

IN WITNESS WHEREOF, City has caused this Agreement to be signed, sealed, and delivered to be effective as of the day and year first above written.

WITNESS: CITY OF BEAUFORT, SOUTH CAROLINA

Witness Number 1

By: (SEAL)
Name:
Title:

Witness Number 2

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

I, a notary public for the State of South Carolina, do hereby certify that, as the of City of Beaufort, South Carolina, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this day of, 2023.

(SEAL)

Signature of Notary Public
My Commission Expires:

[AFFIX NOTARY SEAL HERE]

EXHIBIT "A"

EXHIBIT A

Copy of Survey

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date, but prior to the date that the proposed insured acquires record title, for value, of the estate or interest or mortgage thereon covered by this Commitment. (NOT PLOTTABLE)
2. Rights or claims of parties in possession of the Land not shown by the Public Records. (NOT PLOTTABLE)
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (PLOTTED)
4. Easements, or claims of easements, not shown by the Public Records. (NOT PLOTTABLE)
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records. (NOT PLOTTABLE)
6. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable. (NOT PLOTTABLE)
7. No insurance is afforded as to the exact amount of acreage contained in the Land. (NOT PLOTTABLE)
8. Co-Tenancy Agreement by and among METRO PH SC1 LLC [and/or its assign(s)] and 5WS LLC [and/or its assign(s)] dated _____, 2023 and recorded _____, 2023 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Book _____, Page _____. (NOT PLOTTABLE)
9. Terms and conditions of that certain unrecorded Management Agreement by and among METRO PH SC1 LLC [and/or its assign(s)] and 5WS LLC [and/or its assign(s)] dated _____, 2023. (NOT PLOTTABLE)

10. Covenants, conditions, easements and restrictions set forth in that certain Title to Real Estate dated February 28, 2007, and recorded on March 13, 2007, in the Register of Deeds Office for Beaufort County in Book 2536, Page 837, and shown on Exhibit A thereof (being that certain plat recorded in Plat Book 118, Page 194, aforesaid County records); as Amended in Book 2648, Page 2095, aforesaid County records. (PLOTTED)
11. Declaration of Restrictive Covenants dated April 19, 2021 and recorded April 20, 2021 in Book 4000, Page 1625, as Re-recorded June 8, 2021 in Book 4022, Page 0108, Office of the Register of Deeds for Beaufort County. (PLOTTED)
12. Right of way to South Carolina Electric and Gas Company, recorded September 20, 1990 in Book 561, Page 1116, Office of the Register of Deeds for Beaufort County. (LOCATION CAN NOT BE DETERMINED)
13. Easement to Dominion Energy South Carolina, Inc. recorded September 9, 2021 in Book 4058, Page 2602, Office of the Register of Deeds for Beaufort County. (PLOTTED)
14. Terms and Conditions of that certain unrecorded Development Agreement dated September 24, 2020 between Beaufort County Economic Development Corporation and Magnus BCP1, LLC (as assignee of Magnus Development Partners, LLC); as amended by instrument dated May 25, 2022; as Assigned by that certain Assignment and Assumption of Development Agreement by and between Beaufort County Economic Development Corporation, Magnus BCP1, LLC, METRO PH SC1 LLC [and/or its assign(s)] and 5WS LLC [and/or its assign(s)], executed _____. (NOT PLOTTABLE)
15. Contractor's Notice of Project Commencement file by Choate Construction Company recorded March 25, 2021 in Book 3989, Page 0211, Office of the Register of Deeds for Beaufort County, South Carolina. (NOT PLOTTABLE)
16. Contractor's Notice of Project Commencement file by Robbins Construction Group recorded October 3, 2022 in Book 4186, Page 2366, Office of the Register of Deeds for Beaufort County, South Carolina. (NOT PLOTTABLE)
17. Contractor's Notice of Project Commencement file by Robbins Construction Group recorded October 3, 2022 in Book 4186, Page 2367, Office of the Register of Deeds for Beaufort County, South Carolina. (NOT PLOTTABLE)

18. The following matters shown on that certain unrecorded plat of survey entitled "ALTA/NSPS LAND TITLE SURVEY OF 5.92 ACRES, BEAUFORT COMMERCE PARK, CITY OF BEAUFORT, BEAUFORT COUNTY, SOUTH CAROLINA, PREPARED FOR AND CERTIFIED TO METRO PH SC1 LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, 5WS LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, CLEAR TITLE AGENCY, LLC, AND CHICAGO TITLE INSURANCE COMPANY" prepared by Alexander C. Peabody, SC PLS No. 20194, Peabody & Associates, Inc. dated May 12, 2023:

- a. 20' Utility/Drainage Easements;
- b. Power Pole(s);
- c. Communication Pedestal/TPED;
- d. [INTENTIONALLY OMITTED]
- e. [INTENTIONALLY OMITTED]
- f. Fiber Optic Pull Box;
- g. Overhead power line(s) and underground power line (approximate location);
- h. 66' R/W Schein Loop;
- i. 66' R/W Schork Road;
- j. Electric Transformer;
- k. Electric Meter Panels;
- l. Water Main, Water Valve, Water Vault, Back Flow Preventer (no defined easement area(s));
- m. Sewer Sanitary Service and Sewer Cleanout (no defined easement area(s));
- n. Storm Drain Curb Inlet, Storm Drain Grate Inlet;
- o. Propane Tank (located in Dominion Energy Easement);
- p. Gas Valve;
- q. Fire Hydrant;
- r. Fire Dept. Connection(s);
- s. 18" RCP and Rip Rap;
- t. Encroachment by 1 story concrete & structural steel building and awning(s) into 20' Utility/Drainage Easement;
- u. Retention Pond, Rip Rap, Outlet Structure, and 18" RCP. (PLOTTED)

19. Terms and Conditions of that unrecorded Warehouse/Distribution Agreement of Lease by and between Magnus BCP1, LLC, a South Carolina limited liability company and Norman International, Inc., a California corporation dated May 25, 2022. (NOT PLOTTABLE)

20. Terms and Conditions of that Unrecorded Warehouse/Distribution Agreement of Lease by and between Magnus BCP1, LLC, a South Carolina limited liability company and CRP Services, LLC, a Delaware limited liability company dated September 1, 2022. (NOT PLOTTABLE)

21. Development Agreement dated October 9, 2006 between Greater Beaufort-Hilton Head Economic Partnership, Inc., a South Carolina corporation, and the governmental authority of Beaufort County, South Carolina, recorded October 20, 2006 in Book 2461, Page 2347, in the Office of the Register of Deeds for Beaufort County, South Carolina, as amended by First Amendment to Development Agreement recorded January 11, 2008 in Book 2671, Page 1314, in the Office of the Register of Deeds for Beaufort County, South Carolina. (NOT PLOTTABLE)

22. Improvements appurtenant to the Land encroach onto property adjoining to the South bearing PIN No. R120 024 000 0447 0000, as shown on that certain unrecorded plat of survey entitled "ALTA/NSPS LAND TITLE SURVEY OF 5.92 ACRES, BEAUFORT COMMERCE PARK, CITY OF BEAUFORT, BEAUFORT COUNTY, SOUTH CAROLINA, PREPARED FOR AND CERTIFIED TO METRO PH SC1 LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, 5WS LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, CLEAR TITLE AGENCY, LLC, AND CHICAGO TITLE INSURANCE COMPANY" prepared by Alexander C. Peabody, SC PLS No. 20194, Peabody & Associates, Inc. dated May 12, 2023, without the benefit of record easement(s):

- a. Outlet Structure RCP over property line by +/- 24.5'
- b. Rip Rap over property line by +/- 3.0' (PLOTTED)

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

FLOOD ZONE DESIGNATION:

THE PROPERTIES DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN FLOOD ZONE "X" ON FLOOD INSURANCE RATE MAP NUMBER 45013C0135G. MAP REVISED 03/23/21.

LEGAL DESCRIPTION (FROM COMMITMENT NUMBER 5760.0016)

All that certain piece, parcel, lot or tract of land, with any improvements thereon, situate, lying and being in the County of Beaufort, State of South Carolina, being shown and delineated as containing 5.92 acres on a plat entitled "Subdivision of 5.92 Acres from Beaufort County Parcel R100 024 000 0449 0000 for Magnus Development Partners located in Beaufort Commerce Park" prepared for Magnus Development Partners by GEL Engineering LLC dated November 10, 2020, and recorded April 14, 2021 in Plat Book 156 at Page 94, Office of the Register of Deeds for Beaufort County, and having such boundaries and measurements as shown on the plat described herein, which is specifically incorporated by reference.

NOTES:

1. NO UNDERGROUND UTILITY LOCATIONS WERE PERFORMED AT THIS TIME. OTHER UNDERGROUND UTILITIES COULD BE PRESENT.
2. THE BEARINGS SHOWN HEREON ARE GRID NORTH AND DERIVED BY GNSS VIA SCVRS NETWORK NAD83 (2011).
3. PRIOR TO ANY PLANNING OR CONSTRUCTION OF ANY KIND, IT IS STRONGLY RECOMMENDED THE OWNER/BUILDER CHECK WITH THE GOVERNING PLANNERS AND BUILDING OFFICIALS AS TO THE CURRENT FLOOD REQUIREMENTS AND BUILDING REQUIREMENTS.
4. ZONING: "L1" LIGHT INDUSTRIAL DISTRICT
5. SETBACK: FRONT / STREET SIDE: MINIMUM: 15 FEET INTERIOR SIDE: MINIMUM: 0 FEET; 25 FEET WHEN ABUTTING OTHER DISTRICTS (NONE REQUIRED) REAR: MINIMUM: 10 FEET; 25 FEET WHEN ABUTTING OTHER DISTRICTS (REQUIRED: 10 FEET)
6. EXISTING BUILDING HEIGHTS: 28.3' FROM THE FINISHED FLOOR TO THE TOP OF THE BUILDING.
7. PARKING SPACES: 62 REGULAR SPACES & 3 HANDICAP SPACES
8. CURRENTLY OWNED BY: MAGNUS BCP1 LLC CURRENT DEED: BOOK 4000, PG. 1622-1624A
9. THERE ARE NO CURRENT OR PROPOSED CHANGES IN THE STREET RIGHT-OF-WAY, AND THERE IS NOT ANY EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. THERE IS CURRENTLY NO EVIDENCE OF EARTH MOVING WORK, OR ANY BUILDING CONSTRUCTION OR BUILDING ADDITIONS. (TABLE A, ITEM 16 & 17)
10. THE ADDRESS IS No. 74 SCHEIN LOOP, BEAUFORT, SC 29906 SUITES 100, 110, 120, 130.

LEGEND:

- IPF1*"CAPPED - IRON PIPE FOUND WITH 1" CAP.
- REBAR(S) - 5/8" REBAR SET, NEW.
- MAG(S) - MAG NAIL SET, NEW.
- PP - POWER POLE.
- EHH - ELECTRICAL HAND HOLE.
- ETRAN - ELECTRIC TRANSFORMER.
- EMEP - ELECTRIC METER PANELS.
- GUY - GUY WIRE.
- EM - ELECTRICAL METERS.
- WV - WATER VALVE.
- WM - WATER METER.
- FHYD - FIRE HYDRANT.
- PIV - POST INDICATOR VALVE.
- FDC - FIRE DEPARTMENT CONNECTION.
- BFP - BACK FLOW PREVENTER.
- ICV - IRRIGATION CONTROL VALVE.
- SSMH - SANITARY SEWER MANHOLE.
- SS - SANITARY SEWER SERVICE.
- SCO - SEWER CLEAN OUT.
- AC - AIR CONDITIONING UNIT.
- TPED - TELEPHONE PEDESTAL.
- FOPB - FIBER OPTIC PULL BOX.
- SDCI - STORM DRAIN CURB INLET.
- SDGI - STORM DRAIN GRADE INLET.
- RCP - REINFORCED CONCRETE PIPE.
- R/W - RIGHT OF WAY.
- N/O - NOW OR FORMERLY OWNED BY.
- P.O.B. - POINT OF BEGINNING.
- R/W - RIGHT-OF-WAY.
- B-H-14 - PLOTTABLE SCHEDULE B SECTION II EXCEPTION.

PERIMETER DATA

FOUND MAY 12, 2023					CALLED BOOK "154", PG. 094				
Id	Radius	Bearing	Distance		Id	Radius	Bearing	Distance	
A-B	30.00'	N 06° 23' 26" W	40.71'		A-B	30.00'	N 06° 14' 06" W	40.79'	
B-C		N 36° 34' 28" E	274.36'		B-C		N 36° 31' 15" E	274.38'	
C-D	578.08'	N 47° 17' 20" E	214.29'		C-D	578.08'	N 47° 15' 50" E	214.17'	
D-E		S 04° 20' 42" E	54.97'		D-E		S 04° 26' 51" E	54.98'	
E-F		S 51° 14' 02" E	36.49'		E-F		S 51° 21' 41" E	36.42'	
F-G		S 51° 49' 16" E	11.97'		F-G		S 51° 21' 41" E	48.39'	
G-H		S 46° 25' 14" E	30.24'		G-H		N 46° 25' 01" W	30.23'	
H-I	107.50'	S 37° 20' 07" E	40.61'		H-I	107.50'	S 37° 21' 12" E	40.63'	
I-J		S 26° 20' 59" E	86.72'		I-J		N 26° 21' 32" W	86.76'	
J-K		S 25° 49' 11" E	165.50'		J-K		N 25° 49' 53" W	165.44'	
K-L		S 65° 16' 54" E	21.12'		K-L		N 65° 21' 40" W	21.13'	
L-M		S 79° 48' 08" E	25.61'		L-M		S 79° 44' 22" E	25.62'	
M-N		S 63° 03' 13" E	32.99'		M-N		S 63° 03' 13" E	33.00'	
N-O		S 85° 47' 09" E	23.77'		N-O		S 85° 41' 07" E	23.69'	
O-P		S 70° 28' 33" E	32.82'		O-P		S 70° 38' 21" E	32.85'	
P-Q		N 70° 17' 19" E	40.37'		P-Q		N 70° 15' 04" E	40.33'	
Q-R		N 67° 26' 26" E	33.78'		Q-R		N 67° 30' 45" E	33.85'	
R-S		N 55° 53' 16" E	45.77'		R-S		N 55° 51' 45" E	45.75'	
S-T		N 31° 11' 22" E	19.97'		S-T		N 31° 15' 59" E	19.94'	
T-U		N 31° 17' 51" E	37.65'		T-U		N 31° 15' 59" E	37.66'	
U-V		S 25° 56' 58" E	121.22'		U-V		S 25° 54' 04" E	121.44'	
V-W		S 64° 08' 52" W	683.65'		V-W		S 64° 10' 07" W	683.64'	
W-X		N 24° 03' 47" W	31.66'		W-X		N 24° 03' 32" W	31.65'	
X-A	804.04'	N 36° 40' 15" W	344.73'		X-A	804.04'	N 36° 42' 16" W	344.64'	

CURVE TABLE

Id	Delta	Radius	Tangent	Chord	Ch Bear
C1	24° 45' 26"	804.04'	176.47'	344.73'	N 36° 40' 15" W
C2	85° 26' 52"	27.71'	40.71'	N 06° 23' 26" W	
C3	21° 21' 44"	578.08'	109.03'	214.29'	N 47° 17' 20" E
C4	21° 46' 41"	107.50'	20.68'	40.61'	S 37° 20' 07" E

ENCROACHMENT TABLE

ENC1	OUTLET STRUCTURE RCP OVER PROPERTY LINE BY +/- 24.5'
ENC2	RIP RAP OVER PROPERTY LINE BY +/- 3.0'
ENC3	AWNING IN EASEMENT BY +/- 5.1'
ENC4	BUILDING CORNER IN EASEMENT BY +/- 2.7'

LINE TABLE

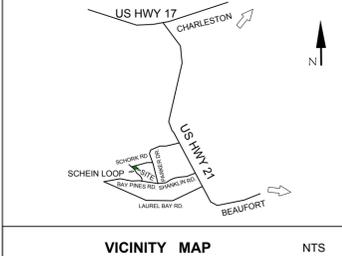
Id	Bearing	Distance
L1	S 51° 14' 02" E	36.49'
L2	S 51° 49' 16" E	11.97'
L3	S 46° 25' 14" E	30.24'
L4	S 65° 16' 54" E	21.12'
L5	S 79° 48' 08" E	25.61'
L6	S 63° 03' 32" E	32.99'
L7	S 85° 47' 09" E	23.77'
L8	S 70° 28' 33" E	32.82'
L9	N 70° 17' 19" E	40.37'
L10	N 67° 26' 26" E	33.78'
L11	N 55° 53' 16" E	45.77'
L12	N 31° 11' 22" E	19.97'
L13	N 31° 17' 51" E	37.65'
L14	N 24° 03' 47" W	31.66'

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, BEING A PROFESSIONAL LAND SURVEYOR OF THE STATE OF SOUTH CAROLINA CERTIFIES TO (i) METRO PH SC1 LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, 5WS LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, CLEAR TITLE AGENCY, LLC, AND (IV) CHICAGO TITLE INSURANCE COMPANY, (ITS SUCCESSORS AND/OR ASSIGNS AS THEIR RESPECTIVE INTEREST MAY APPEAR).

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDED ITEMS 1-4, 6b, 7a1, 7c, 8, 9, 13, 14, AND 16-18, OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MAY 12, 2023.

1. I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
2. THE SURVEY WAS MADE ON THE GROUND MAY 12, 2023 AND CORRECTLY SHOWS THE AREA OF THE SUBJECT PROPERTY, THE LOCATION AND TYPE OF ALL BUILDINGS, STRUCTURES, AND OTHER IMPROVEMENTS SITUATED ON THE SUBJECT PROPERTY, AND ANY OTHER MATTERS SITUATED ON THE SUBJECT PROPERTY.
3. EXCEPT AS SHOWN ON THE SURVEY, THERE ARE NO VISIBLE ENCROACHMENTS OR RIGHT OF WAYS OF WHICH THE UNDERSIGNED HAS BEEN ADVISED.
4. EXCEPT AS SHOWN ON THE SURVEY, THERE ARE NO OBSERVABLE ABOVE GROUND ENCROACHMENTS (a) BY THE IMPROVEMENTS ON THE SUBJECT PROPERTY UPON ADJOINING PROPERTIES, STREETS, OR ALLEYS, OR (b) BY IMPROVEMENTS ON ADJOINING PROPERTIES, STREETS, OR ALLEYS UPON THE SUBJECT PROPERTY.
5. THE SUBJECT PROPERTY HAS ACCESS TO AND FROM A DULY DEDICATED AND ACCEPTABLE PUBLIC STREET OR HIGHWAY.
6. EXCEPT AS SHOWN ON THE SURVEY, THE SUBJECT PROPERTY DOES NOT SERVE ANY ADJOINING PROPERTY FOR DRAINAGE, UTILITIES, OR INGRESS OR EGRESS.
7. THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.



- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - - OVERHEAD POWER LINE
- CONCRETE
- ▨ GRAVEL
- ⊕ DETECTABLE WARNING SURFACE

TMS: R100 024 000 0450 0000
TOTAL AREA
5.92 acres
257,853 sq ft

TMS: R120 024 000 0447 0000
No. 57 SCHWARTZ ROAD
NF: CITY OF BEAUFORT

ALTA / NSPS LAND TITLE SURVEY

OF 5.92 ACRES, BEAUFORT COMMERCE PARK, CITY OF BEAUFORT, BEAUFORT COUNTY, SOUTH CAROLINA. PREPARED FOR AND CERTIFIED TO METRO PH SC1 LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, 5WS LLC A SOUTH CAROLINA LIMITED LIABILITY COMPANY, CLEAR TITLE AGENCY, LLC AND CHICAGO TITLE INSURANCE COMPANY.



SCALE: 1" = 40'

DATE: MAY 12, 2023
 REV: JULY 18, 2023

REF: BOOK 156 PAGE 194

TMS: R100 024 000 0450 0000

Alexander C. Peabody
 ALEXANDER C. PEABODY, PLS
 PEABODY & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYING
 P.O. BOX 22646, CHARLESTON, SC 29413
 OFFICE 843-723-5225 MOBILE 843-270-4847



BEAUFORT COUNTY
 SOUTH CAROLINA



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/1/2023
FROM: Scott Marshall, City Manager
AGENDA ITEM TITLE: Ordinance to approve a purchase agreement for Lot AA in the Beaufort Commerce Park - 1st reading
MEETING DATE: 9/12/2023
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PROJECT LAUNDRY

The attached ordinance and accompanying purchase agreement, is for the sale of Parcel AA of the Beaufort Commerce Park, containing ~ 7.75 acres as a portion of PIN R120 024 000 0407 0000.

Prospective buyer is Kibo Holdings, LLC. Kibo intends to construct a building (or buildings) in which to provide commercial laundry and related services to clients in the Lowcountry South Carolina and surrounding areas.

Summary of Purchase Agreement:

- Purchase price of \$310,000, payable in full at closing.
- 60-day inspection period, during which time the buyer will exercise due diligence and may terminate the agreement if it is determined to be unsuitable for buyer's purposes.
- City may not market the property during the inspection period.
- Closing shall be on the later date of: 1) 30 days after expiration of inspection period; or 2) the date on which Kibo has secured all necessary permits and approvals to begin construction of the building.
- City maintains right of first refusal in the event Kibo attempts to subdivide or sell any portion of the property.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance Approving Sale of Propoerty	Ordinance	9/7/2023
Exhibit B - Purchase Agreement	Exhibit	9/7/2023

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT FOR BEAUFORT COMMERCE PARK, PARCEL AA; (2) THE CONVEYANCE OF SUCH REAL PROPERTY IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT; AND (3) OTHER MATTERS RELATING THERETO.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort (the “*City Council*”), the governing body of the City of Beaufort, South Carolina (the “*City*”), as follows:

Section 1 Findings. The City Council hereby makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(a) The City is a municipal corporation of the State of South Carolina (the “*State*”) and as such possesses all general powers granted by the Constitution and statutes of the State to municipalities, including the power pursuant to Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended, to sell and convey real property.

(b) The City is the owner of certain real property located within Beaufort Commerce Park and identified on the Beaufort Commerce Park Master Conceptual Plan as Parcel AA, which measures 7.75 acres in size and which is shown in greater detail on the Master Conceptual Plan for Beaufort Commerce Park attached to this Ordinance at **Exhibit A** (the “*Property*”), and which constitutes a portion of the real property owned by the City and identified by Tax Map # R120 024 000 0407 000.

(c) Kibo Holdings LLC, a Tennessee limited liability company, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the “*Company*”), proposes to acquire the Property and to acquire, lease, construct, purchase, or install, certain real property improvements and machinery, equipment, and other personal property in order to establish a facility thereon (the “*Project*”).

(d) The City desires to enter into a Contract for Sale and Purchase of Real Estate with the Company, the form of which is attached to this Ordinance at **Exhibit B** (the “*Agreement*”). The City Council hereby finds and determines that the purchase price set forth in the Agreement constitutes fair market value for the Property.

Section 2 Approval of Form of Agreement. The form, provisions, terms, and conditions of the Agreement, as attached at **Exhibit B** to this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Agreement was set out in this Ordinance in its entirety. The City Manager of the City of Beaufort (the “*City Manager*”) is hereby authorized, empowered, and directed to execute the Agreement in the name and on behalf of the City; the Clerk to the City Council (the “*City Clerk*”) is hereby authorized, empowered and directed to attest the same; and the City Manager is further authorized, empowered, and directed to deliver the Agreement to the Company. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the City thereunder and as shall be approved by the official or officials of the City executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Agreements now before this meeting.

Section 3 Conveyance of Property. Subject to the terms of the Agreement, the conveyance of the Property to the Company is hereby authorized and approved. The City Manager and the City Clerk, for and on behalf of the City, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the City under and pursuant to Agreement, including the conveyance of the Property. The City Manager and City Clerk, or either one of them acting alone, are hereby authorized to execute and deliver on behalf of the City all deeds and other certificates, instrument, and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing, an the City Manager is hereby authorized to approve the final legal description of the Property, which shall conform substantially to the description of the Property as shown on **Exhibit A** to this Ordinance.

Section 4 Repealer; Effective Date. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment.

DONE AND ENACTED in a meeting of the Council duly assembled this 26th day of September 2023.

CITY OF BEAUFORT, SOUTH CAROLINA

[SEAL]

Stephen D. Murray III, Mayor

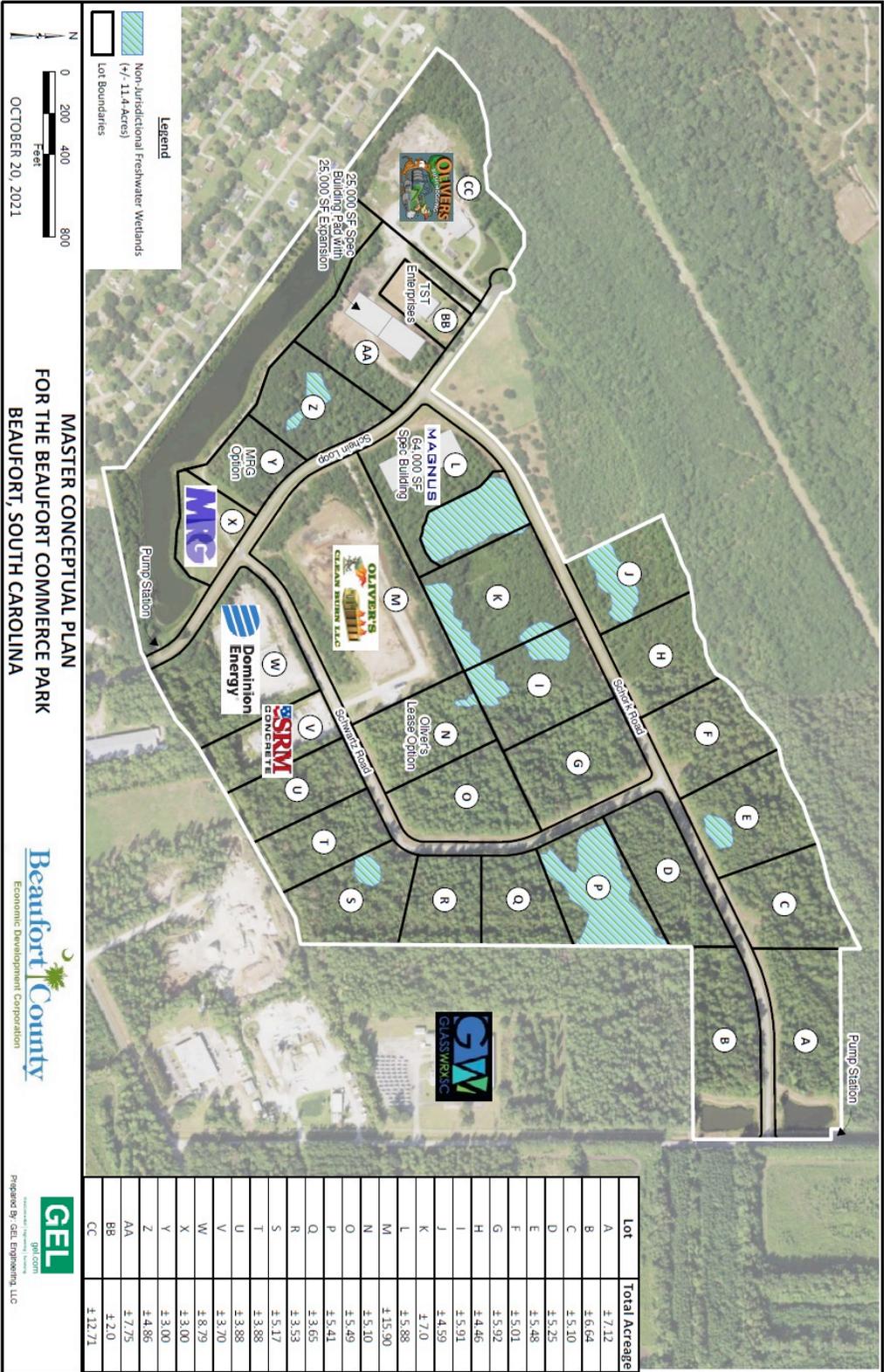
Attest:

Traci Guldner, City Clerk

First Reading: September 12, 2023
Second Reading: September 26, 2023

EXHIBIT A

Description of Property



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

MASTER CONCEPTUAL PLAN
FOR THE BEAUFORT COMMERCE PARK
BEAUFORT, SOUTH CAROLINA

N
 0 200 400 800
 Feet
 OCTOBER 20, 2021

gell.com
 Prepared By: GEL Engineering, LLC

EXHIBIT B
Form of Agreement

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the ____ day of _____, 2023 by and between **CITY OF BEAUFORT, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereinafter referred to as "City") and **KIBO HOLDINGS LLC**, a Tennessee limited liability company (hereinafter referred to as "Kibo"). The "Effective Date" of this Contract shall be the date on which the last party executes this Contract.

STATEMENT OF BACKGROUND INFORMATION

- A. Kibo desires to purchase property for the construction of a building, or buildings (the Building), in which to provide commercial laundry and related services (Project Laundry) to clients in the Lowcountry SC and surrounding region.
- B. City is the owner of property in the City of Beaufort known as the Commerce Park, and has offered for sale Lot AA within the Commerce Park (the Property).
- C. Kibo has agreed to acquire the Property and to design and construct the Building thereon, subject to the conditions set forth herein.

AGREEMENT

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City agrees to sell and convey to Kibo and Kibo 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 consists of that tract or parcel of land designated as Parcel AA, containing 7.75 +/- acres in the 196 acre Beaufort Commerce Park located at the intersection of US Highway 21 and SC Highway 116 and shown as a portion of Beaufort County Tax Map R120 024 000 0407 000 Lot AA. The Property is described in more detail on Exhibit "A" that is attached hereto and incorporated herein by reference.

2. Purchase Price. The Purchase Price for the Property shall be \$310,000 and shall be paid by Kibo in cash, wire or by certified funds at closing.

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

(a) For a period not to exceed 60 days from the Effective Date (such period being herein referred to as the "Inspection Period"), Kibo, its authorized agents and employees, as well as others authorized by Kibo, 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 Kibo's intended uses of the Property (collectively, the

“Investigations”) as Kibo 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, Kibo and City shall agree on the final legal description of the Property, which shall substantially conform to the description of the Property shown as Lot AA on Exhibit A hereto. Kibo 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, with the exception of acts of gross negligence and willful misconduct by the City. Kibo 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 Kibo fails to close or terminates this Contract. During the Inspection Period City shall use its best efforts to cooperate fully with Kibo 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 Kibo shall have the right, in its sole and absolute discretion, to terminate this Contract if Kibo determines that the Property is not suitable for Kibo's intended purposes. If Kibo 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, Kibo 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 Kibo under paragraph (a) above.

4. City’s Information. Within 5 days of the Effective Date City shall provide Kibo 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. Kibo'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 Kibo would adversely affect the use and marketability of the Property.

6. Title Examination. Prior to the expiration of the Inspection Period, Kibo shall deliver to City a written statement of objections, if any, to City's title to the Property and City shall have (10) days after receipt of Kibo’s written objections 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 the closing, then, Kibo, as Kibo’s sole remedy, shall have the right to cancel this Contract. In such event, all Earnest Money shall immediately then be returned to Kibo and no party hereto shall have any further rights, liabilities or obligations hereunder.

7. City’s Representations and Warranties. City makes the following representations and warranties to Kibo:

(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) Except for offering the Property or contracting to sell the Property for sale subject to the rights of Kibo hereunder or contingent upon Kibo not purchasing the Property pursuant to the terms hereof, City shall refrain from offering the Property for sale or otherwise soliciting or negotiating an offer to sell the Property to third parties during the Inspection Period.

(c) To the best of City’s knowledge, there is no condition existing with respect to the Property or the operation of any part of the Property that violates any governmental requirements. City has

not received notice, written or otherwise, from any 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 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.

(e) 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, waste 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 within 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 terms "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.

(f) To the best of the City's knowledge, there are no graves or similar burial grounds located on the Property.

Kibo acknowledges and agrees that the Property shall be sold, and Kibo 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. Survey. Kibo shall obtain a survey at its own expense.

9. 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 Kibo has secured all necessary permits and approvals to begin construction of the Building. Kibo and City agree to deposit in trust with Kibo'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 Kibo'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 Kibo a policy of title insurance, the Closing Attorney shall on the date of Closing, upon instructions from Kibo and City, cause the deed to the Property and any other necessary or appropriate instruments to be filed for record. At Closing, City shall deliver to Kibo 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 City.

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

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

10. Default and Remedies. In the event that the terms and conditions of this Contract have been satisfied and Kibo 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, Kibo shall have the rights and options as Kibo'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 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 attorney's fees incurred by Kibo in such action.

11. Development of Building Kibo shall submit for all necessary permits for development of the Building within six (6) months of closing on the property. Kibo agrees that the development of the Building and the Property for its stated use shall begin within eighteen (18) months of Kibo receiving all necessary permits for the development of the Property. If Kibo seeks to subdivide or attempt to sell any portion of the Property, City shall have the Right of First Refusal on said acreage. If Kibo fails to begin development within eighteen (18) of receiving all necessary permits, City shall have the right, upon written notice, to repurchase the Property for ½ of the purchase price herein, or \$20,000 per acre. While it is Kibo's intent to break ground as quickly as possible, the parties hereto may, by mutual written agreement, extend the time periods set forth herein in the event of unforeseen circumstances (i.e., pandemic, natural disaster, war, or force majeure) that prevents Kibo from timely fulfilling its obligations set forth in this paragraph.

12. Closing Costs. City shall pay the deed recording fee (formerly deed stamps), the expense of preparation of the deed and the fees of City's attorney. Kibo shall pay the premium for the owner's title insurance policy to be issued to Kibo, the grantee's cost of recordation of the deed, the costs incurred by Kibo in connection with its Investigations of the Property and the fees of Kibo'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. City agrees the Property shall not be assessed for ad valorem taxes prior to the issuance of a certificate of occupancy for the Building.

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

14. Brokerage. City and Kibo 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 when 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, SC 29902
Email: smarshall@cityofbeaufort.org

To Kibo:

[_____]
Attention: [_____]

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 Kibo and City and their respective legal representatives, successors and assigns. City may assign this Contract, in whole or in part, to any partnership or any other entity controlled by or under common control with City, without the prior written approval of Kibo. Kibo 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, assignor shall not be relieved of its duties and obligations hereunder. The assignor and the 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, Kibo shall have the right at Kibo'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 Kibo promptly upon request, all rights and obligations of the parties under this Contract shall expire, and this Contract shall become null and void. If Kibo does not so terminate this Contract, City shall assign to Kibo 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 Kibo 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 Kibo 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 be binding upon the parties hereto and their respective heirs, successors and assigns.

21. Attorney's Fees. If any legal action or other proceeding is commenced to enforce or interpret any term or provision of this Contract or any documents incidental thereto, 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 relief 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 transaction.

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: _____, 2023

KIBO HOLDINGS LLC

By: _____

Name: _____

Title: _____

Dated: _____, 2023



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/7/2023
FROM: Scott Marshall, City Manager
AGENDA ITEM Resolution approving the purchase of real property located at 2635 Boundary Street,
TITLE: PIN R100 029 000 002C 0000
MEETING
DATE: 9/12/2023
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

The City of Beaufort was approached by Kate Schaefer, as a representative of Beaufort County Open Land Trust, regarding the property located at 2635 Boundary Street. The property is .60 acres situated on the marsh and is currently owned by the Sherbert Family Trust. First right of refusal for the purchase of the property belongs to the Open Land Trust, who has been in contact with the current owner and has negotiated a contract price of \$250,000. The appraised value of the property is \$233,000 as reported on August 17, 2023 by Compass South Appraisals.

Open Land Trust has agreed to transfer the contract for sale, with the seller's consent, to the City. Additionally, Open Land Trust has committed \$17,000 to the City of Beaufort to offset the purchase price of \$250,000. This leaves the liability for the city at \$233,000 to match the appraised value of the property.

The acquisition and preservation of this property are consistent with the City's Civic Master Plan, supporting the establishment of a green infrastructure for greenways on a local and regional scale. The preservation of this property, in conjunction with potential and planned acquisitions of adjoining properties, will provide linkage between properties with marsh views and will help create an aesthetically and environmentally friendly entrance into the City from Trask Parkway to Boundary Street.

PLACED ON AGENDA FOR: Action

REMARKS:

Staff recommends approval of the attached Resolution authorizing the City Manager to execute documents and take other actions as necessary to procure the property located at 2635 Boundary Street.

Recommended language for motion:

"I move to approve the Resolution approving the purchase of the property located at 2635 Boundary Street, identified by Property Identification Number R100 029 000 002C 0000."

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	9/7/2023
Exhibit A	Exhibit	9/7/2023
Exhibit B	Exhibit	9/7/2023

RESOLUTION

APPROVING THE PURCHASE BY THE CITY OF BEAUFORT OF THE PROPERTY LOCATED AT 2635 BOUNDARY STREET FROM THE SHERBERT LIVING TRUST IDENTIFIED BY PIN R100 029 000 002C 0000

WHEREAS, the City of Beaufort Civic Master Plan (the Plan) envisions mixed-use and walkable neighborhoods connected by greenways and urban corridors; and

WHEREAS, the Plan seeks to establish a green infrastructure for greenways on a local and regional scale; and

WHEREAS, the Plan proposes the creation of the Beaufort River Regional Greenway, which includes Boundary Street; and

WHEREAS, among the first principles of the Boundary Street Master Plan are assembling a green network, linking marsh views, and growing a memorable entrance to town; and

WHEREAS, the real property located at 2635 Boundary Street (hereinafter the “Property”), a description of which is attached herein as Exhibit “A,” is uniquely and strategically situated such that its acquisition is necessary to the eventual realization of a continuous Boundary Street greenway; and

WHEREAS, Beaufort County Open Land Trust has entered into a contract with the owner of the Property, the Sherbert Living Trust, to purchase the Property for \$250,000.00 (hereinafter “Contract”), which is attached hereto as Exhibit “B;” and

WHEREAS, Beaufort County Open Land Trust has offered to assign the Contract to the City; and

WHEREAS, Beaufort County Open Land Trust has offered to donate \$17,000.00 to the City for the particular purpose of the application of those funds to the purchase of the Property; and

WHEREAS, Council now believes it is in the best interest of the City, and its citizens, to accept the assignment of the Contract, to accept the \$17,000.00 donation from Beaufort County Open Land Trust, to approve the Purchase of the Property pursuant to the provisions of the Contract, and to authorize the City Manager to execute such documents as may be necessary and appropriate to finalize this transaction.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAUFORT, SOUTH CAROLINA, duly assembled, and by the authority of the same, that the City Manager shall be authorized and empowered to execute such documents and take such other actions as may be necessary and appropriate, for the City to purchase the property located at 2635 Boundary Street, Beaufort, South Carolina.

Stephen D. Murray III, Mayor

Attest

Traci Guldner, City Clerk

Reading and adoption: September 12, 2023

Approved in Form: _____

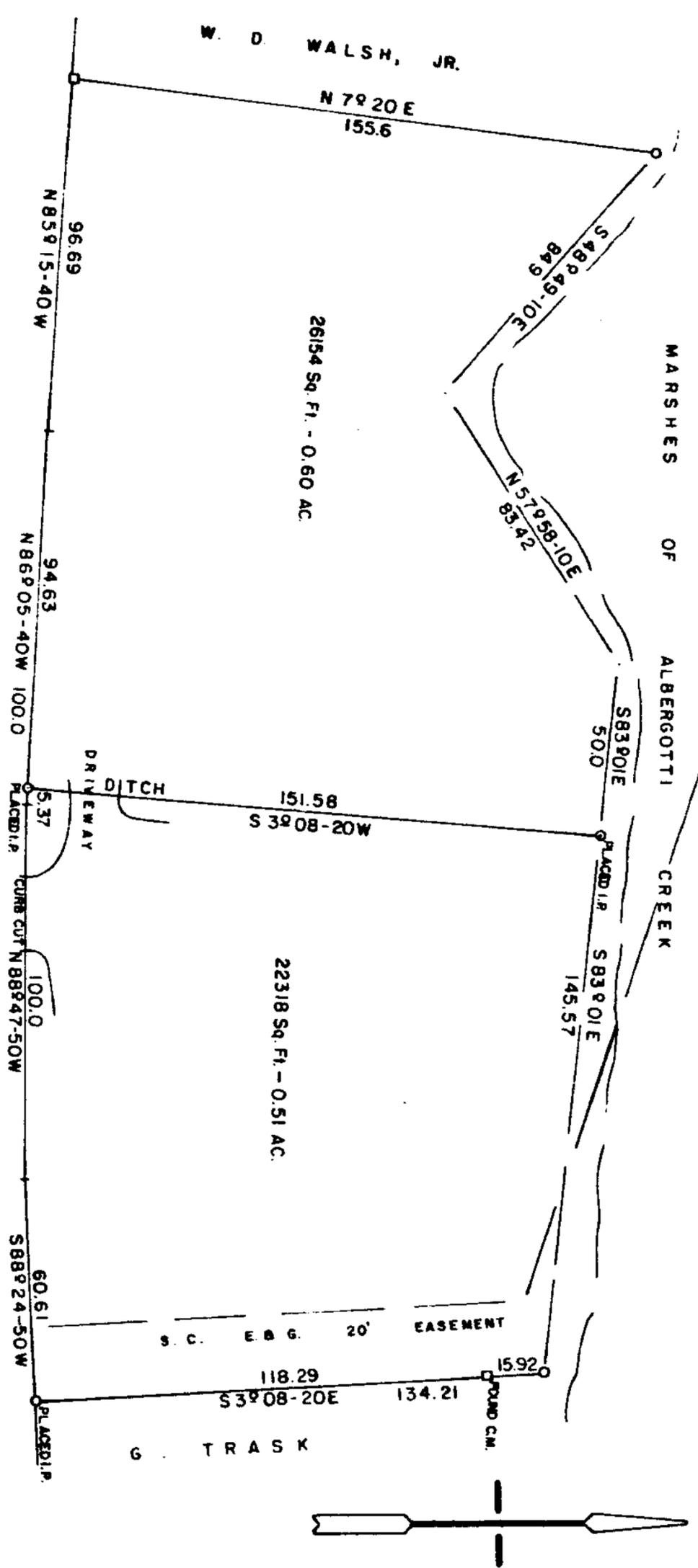
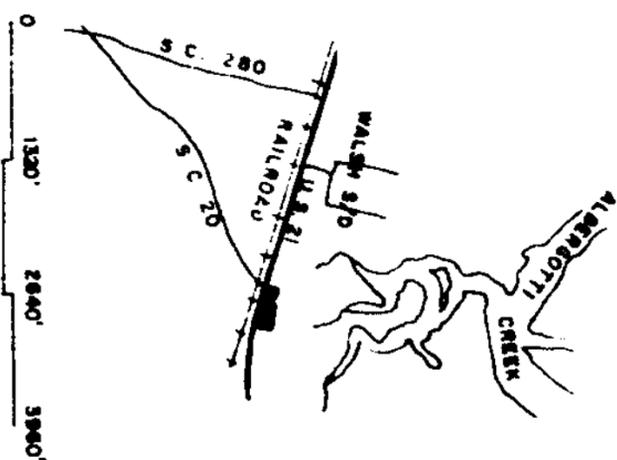
EXHIBIT "A"

PROPERTY DESCRIPTION FOR 2635 BOUNDARY STREET
PIN R100 029 000 002C 0000

ALL that certain piece, parcel of lot of land situate, lying and being on Port Royal Island, Beaufort County, South Carolina, containing 0.60 acres of land and being bounded as shown on that certain plat prepared by R.D. Trogdon, Jr., R.L.S., dated April 11, 1985, a copy of which is recorded in Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 420 at page 295.

AND

The rights to a perpetual non-exclusive easement for purposes of ingress and egress over the existing roadway across the .51 acre parcel of real property immediately to the east of the subject property, now or formerly owned by 2631 Boundary Street, LLC, leading from U.S. Highway 21 to the subject property.



ZONE A14 (EL.11)
 FEMA, FIRM COMMUNITY-PANEL 450025 0065 C

BEAUFORT COUNTY DEVELOPMENT STANDARDS

— FINAL PLAN APPROVAL —
 This is to certify that the Beaufort County Joint Planning Commission has found the site plan shown hereon to be in compliance with the Beaufort County Development Standards Ordinance and has authorized the issuance of a development permit.

De: Commission approval 5/10/85
 De: Permit # 1139
 Certified by: FENDER

PLAT PREPARED FOR

WINIFRED U. BLOUNT & SHERWOOD N. FENDER

BURTON

BEAUFORT COUNTY SOUTH CAROLINA

FILED IN DEED BOOK 420 PAGE 295
 FILED AT 114300 ON 05/15/85

R. D. TROGDON, JR.
 R. L. S. 2712

[Signature]

SCALE 1" = 40'
 APRIL 11, 1985



ADDENDUM/AMENDMENT TO

[X] AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [] OFFER OR [] COUNTEROFFER] OR [] RESIDENTIAL RENTAL AGREEMENT OR [] OTHER:

COVERING THE [X] REAL PROPERTY [] PREMISES [] BUSINESS [] OTHER:

Further described or commonly known as:

Address 2635 Boundary Street Unit #
City Beaufort State of South Carolina
Other TMS R120 001 000 0027 0000

The undersigned Parties hereby agree as follows: This Closing Date Extension Addendum ("Addendum") made August 2nd, 2023 is by and between: Buyer: Beaufort County Open Land Trust ("Buyer") and Seller: Sherbert Living Trust ("Seller").

1. Extension of Closing Date: The Closing Date specified in the Purchase Agreement, currently set for September 1, 2023, is hereby extended until September 29, 2023 ("New Closing Date").

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at [] AM [] PM on [] unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: Kristin Williams Date: 08/28/2023 Time:
Beaufort County Open Land Trust

BUYER: Date: Time:

Date: Time:

Date: Time:

SELLER: T. Ray Sherbert Date: 8-29-2023 Time:
Sherbert Living Trust

SELLER: Date: Time:

Date: Time:

Date: Time:

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ADDENDUM

PROPERTY: 2635 Boundary Street, Beaufort, 29906

1) Undersigned Parties

Purchase Agreement shall remain in full force and effect.

2. Additional Earnest Money: In consideration for the extension of the Closing Date, the Buyer shall deposit an additional sum of Seventeen Thousand Dollars (\$17,000) in non-refundable earnest money. This additional earnest money shall be deposited into the escrow account held by the Escrow Agent identified in the Purchase Agreement no later than September 1, 2023 following the Effective Date of this Addendum.

3. Disposition of Earnest Money: The additional earnest money of \$17,000 shall be held by the Escrow Agent and applied towards the Purchase Price of the Property at Closing. In the event the Buyer fails to close the transaction for any reason, the Seller shall be entitled to retain the additional earnest money as liquidated damages, and the Buyer shall have no further claim to such funds.

4. Amendment to Purchase Agreement: Except as specifically amended by this Addendum, all terms and conditions of the Purchase Agreement shall remain unchanged and in full force and effect.

Date: 08/28/2023

Date: _____

Authenticate
Kristin Williams
Signature

Signature

Date: _____

Date: _____

T. Ray Shurt
Signature

8-29-2023

Signature

Addendum



ADDENDUM/AMENDMENT TO

[X] AGREEMENT/CONTRACT TO BUY AND SELL REAL ESTATE [] OFFER OR [] COUNTEROFFER] OR

[] RESIDENTIAL RENTAL AGREEMENT OR [] OTHER:

COVERING THE [X] REAL PROPERTY [] PREMISES [] BUSINESS [] OTHER:

Further described or commonly known as:

Address 2635 Boundary Street Unit #

City Beaufort State of South Carolina

Other TMS R120 001 000 0027 0000

The undersigned Parties hereby agree as follows: This Closing Date Extension Addendum ("Addendum") made August 2nd, 2023 is by and between: Buyer: Beaufort County Open Land Trust ("Buyer") and Seller: Sherbert Living Trust ("Seller"). The Seller and Buyer are each referred to herein as a "Party" and, collectively, as the "Parties." This Addendum is being added to the purchase agreement between the Parties, dated March 16th, 2023 for the property located at 2635 Boundary Street ("Original Agreement"). The Closing Date agreed to under the Purchase Agreement shall be hereby extended to September 1st, 2023.

All other conditions of the existing contract remain the same.

EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter-offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at [] AM [] PM on [] unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

Parties are solely responsible for obtaining legal advice prior to entering into this Contract and counsel as required.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties.

BUYER: [Signature: Kristin Williams] Date: 08/02/2023 Time: Beaufort County Open Land Trust

BUYER: Date: Time:

Date: Time:

Date: Time:

SELLER: [Signature: J. Ray Sherbert] Date: 8-4-23 Time: Sherbert Living Trust

SELLER: Date: Time:

Date: Time:

Date: Time:

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EXHIBIT "B"



AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE (GENERAL COMMERCIAL USE)

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), Beaufort County Open Land Trust ("Buyer"), and

Seller(s), Sherbet Living Trust ("Seller").

- (A) "Party" -defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" -is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" -the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" -a 24 hour period starting at 10 AM (M/Tu/W/Th/Fr) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" -is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" -all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.

BUYER SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

2. PURCHASE PRICE: \$ 250,000.00 (USD)

Payable by [X] a combination of financing and cash or [] cash. Payment shall be good funds.

The sale of Buyer's real property [] is [X] is not required for Purchase and this contingency terms [] are [X] are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property in the same general condition as existed on the Effective Date, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments). Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.

Address 2635 Boundary Street Suite/Unit#
City Beaufort State of South Carolina
Zip 29906 County of Beaufort

[KW] BUYER [] BUYER [] SELLER [] SELLER HAVE READ THIS PAGE

EXHIBIT "B"

Lot _____ Block _____ Section/Phase _____ Subdivision _____

Other _____ TMS **R120 001 000 0027 0000**

Parties agree that no personal property will transfer as part of this sale, except described below and/or in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and shall occur the earlier later of 5 PM on or before August 7, **2023** or 15 days from the expiration of the Due Diligence period set forth in Sec. 12 ("Closing Date") with One (1) automatic extension of three (3) Business days for an unforeseen delay through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): **TBD**

_____ or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of the property to Buyer at Closing.

5. EARNEST MONEY: \$ 3,500.00 _____ (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ **3,500.00** will be paid within 5 Business Days after Effective Date and Earnest Money is in the form of check cash other (wire, etc.) _____

to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize **Logan Law Firm** as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY AND PAY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$ _____ OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. TRANSACTION COSTS: Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes prorated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

EXHIBIT "B"

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the Seller's or Buyer's transaction costs.

7. **FINANCE:** Buyer's obligation under this Contract is is not contingent upon obtaining financing during the Due Diligence Period.

8. **INSPECTION/REINSPECTION RIGHTS:** Buyer and qualified/certified inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Seller will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the Inspections

Other _____ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.

9. **APPRAISED VALUE:**

This Contract is is not contingent upon the Property being valued at an Appraised Value equal to or greater than the Purchase Price.

10. **SURVEY, TITLE EXAMINATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. **SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. **DUE DILIGENCE:**

The DUE DILIGENCE PERIOD ends no later than earlier later of 90 Business Days after the original Effective Date or on 07/21/2023 unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

EXHIBIT "B"

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- Conduct/obtain inspections
- Obtain necessary permits
- Obtain necessary rezoning of the Property
- Determine availability of utilities to the Property
- Obtain financing
- Conduct a survey of the Property
- Conduct an environmental study of the Property
- Conduct a soil analysis of the Property
- Terminate Contract by delivering written notice to the Seller

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller Notice of Termination

If Seller receives the Delivered Notice of Termination during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Either Party will have the right for 10 Business Days after Notice of damage to Deliver Notice of Termination to the other party. If both Parties agree to proceed according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying and paying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. PERMITS AND LICENSES: This Contract is is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities for Buyer's intended use.

15. REZONING: This Contract is is not contingent upon the Property being rezoned.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract is is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for water and sewer service to the Property suitable for the Buyer's intended use.

17. CONDITION OF PROPERTY: Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

EXHIBIT "B"

18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:

Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

19. LEAD BASED PAINT/LEAD HAZARDS: If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. MEGAN'S LAW: Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker may may not place deposited earnest monies into an interest bearing trust account.

22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX: Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. ROLLBACK TAXES (IF ANY): The Parties agree that the Seller or Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

24. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

25. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

EXHIBIT "B"

26. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

27. MEDIATION CLAUSE. Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

28. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

29. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

EXHIBIT "B"

within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract.

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from beach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the South Carolina Disclosure of Real Estate Brokerage Relationships, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 AM PM on March 20 , 2023 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

EXHIBIT "B"

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are attached or to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER:  Kristin Williams Date: 03/16/2023 Time: 8:12 PM
Beaufort County Open Land Trust

BUYER: _____ Date: _____ Time: _____

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

SELLER: _____ Date: _____ Time: _____
Sherbert Living Trust

SELLER: _____ Date: _____ Time: _____

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

NOTICE ADDRESS/EMAIL/FAX: _____

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EXHIBIT "B"

TRANSACTIONAL INFORMATION:

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME (BROKER IN CHARGE/OTHER): Logan Law Firm

DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER): Law Firm

ESCROW AGENT CONTACT INFO: _____

LICENSEE: Reynolds Robinson SC LICENSE # 129060 EXPIRES _____

BROKER IN CHARGE: Matthew Flewelling SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: BUYER AGENT SELLER SUBAGENT DUAL AGENT BUYER DESIGNATED AGENT*
 CUSTOMER FACILITATOR TRANSACTION BROKERAGE

MEMBERS OF Beaufort ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

LICENSEE: _____ SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: _____ SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: _____

INVOLVED AS: SELLER AGENT SELLER SUBAGENT DUAL AGENT SELLER DESIGNATED AGENT*
 CUSTOMER FACILITATOR TRANSACTION BROKERAGE

MEMBERS OF _____ ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____

OTHER: _____

***DESIGNATED AGENCY -THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

[] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE