



CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL REGULAR MEETING AGENDA
April 28, 2020

STATEMENT OF MEDIA NOTIFICATION

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

REGULAR MEETING - Electronic Meeting - 7:00 PM

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

I. CALL TO ORDER

A. Billy Keyserling, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mike McFee, Mayor Pro Tem

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Proclamation proclaiming May 3-9, 2020 as National Travel and Tourism Week

IV. PUBLIC COMMENT

V. PUBLIC HEARING

A. Zoning of Parcel at 3484 Trask Pkwy to RMX

VI. MINUTES

A. Worksession and Regular Meeting - February 25, 2020

B. Worksession and Regular Meeting - March 10, 2020

VII. OLD BUSINESS

A. Ordinance authorizing the City Manager to execute documents for the purchase of property at 2153 Boundary Street - 2nd Reading

VIII. NEW BUSINESS

A. Ordinance approving the sale of Bob Jones Field and Recreational Facility to Holy Trinity School, waiving and releasing all rights thereto under the transfer agreement dated December 2, 1992, and authorizing the City Manager to enter into a Memorandum of Agreement with Beaufort County and to sign a release of transfer agreement - 1st Reading

- B. Ordinance authorizing and approving the sale of City land in Commerce Park - 1st Reading
- C. Resolution - COVID-19

IX. EXECUTIVE SESSION

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

X. REPORTS

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

XI. ADJOURN



PROCLAMATION



WHEREAS, travel has a critical role in BEAUFORT, SC and the nation's economic prosperity; and

WHEREAS, a robust travel industry has provided significant economic benefits for the nation, generating more than \$2.6 trillion in economic output last year, with \$1.1 trillion spent directly by travelers in the U.S.; and

WHEREAS, travel has been the foundation of a healthy workforce, serving as one of the largest private-sector employers in the U.S., supporting 15.8 million jobs in 2019, including 9 million directly in the travel industry and 6.8 million in other industries.; and

WHEREAS, spending by travelers has aided state and local governments alike, generating \$180 billion in tax revenue last year to support essential services and programs; and

WHEREAS, Hospitality and Accommodations taxes represent more than 14% of the city of Beaufort's total General Fund revenues with combined revenue to the City of \$10.4 million, and Lodging and Food service generated an estimated \$1,643,862 in overall property tax revenue, and the tourism supports more than 1,234 jobs in the City; and

WHEREAS, meetings, events and incentive travel have always been a core business function that helps companies strengthen business performance, educate employees and customers, and reward business accomplishments; and

WHEREAS, leisure travel, which accounts for more than three-quarters of all trips taken in the U.S., spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships; and

WHEREAS, businesses and workers in the travel industry were some of the first and hardest hit by the economic crisis resulting from coronavirus; and

WHEREAS, travel and tourism-dependent businesses, 83% of which are small businesses, depend on our community's support through and after this crisis; and

WHEREAS, the leaders of our state's travel and tourism industry truly encapsulate the spirit of our community and our nation; and

WHEREAS even while BEAUFORT, SC cannot welcome visitors in person, the spirit of travel and hospitality remains the enduring ethos of the travel industry and the LOW COUNTRY; and

WHEREAS the spirit of travel will be a necessary and prominent component of our return to everyday life and must be supported and protected at all costs and

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina do hereby proclaim May 3-9, 2020 as

NATIONAL TRAVEL AND TOURISM WEEK

In Beaufort, South Carolina, and urge the citizens of Beaufort to join me in recognizing the critical role this industry places in Beaufort, SC.

IN WITNESS THEROF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 28th day of April 2020.

BILLY KEYSERLING, MAYOR

ATTEST:

IVETTE BURGESS, CITY CLERK





CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 4/22/2020
FROM: David Prichard
AGENDA ITEM
TITLE: Zoning of Parcel at 3484 Trask Pkwy to RMX
MEETING
DATE: 4/28/2020
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

Wod Timber, LLC has requested (see Application attachment) that the parcel at 3484 Trask Parkway (R100 025 000 012B 0000) be zoned Regional Mixed-use (RMX) contingent on the City of Beaufort annexing the parcel. The parcel is adjacent to a RMX district to the north and the Military Reservation (MR) district to the east. See Maps (attached).

The RMX district accommodates regional and community commercial uses. See Table of Permitted Uses (attached).

The future land use designation is O-2, which identifies appropriate land uses as conservation areas, parks and greenways, agricultural and forestry uses, limited civic uses such as schools, very low-density residential development and clustered development (maximum density: 1 dwelling unit per 10 gross acres). Ref: 2009 Comprehensive Plan, p.61. See Future Land Use Map and FLU O-2 Designation (attached).

The parcel is in the 70 - 72 DNL noise contour. See MCAS Noise Contours (attached)

Public Notices: Published in The Beaufort Gazette on March 31, 2020; in the Island Packet on April 2, 2020. Signs posted on property on April 1, 2020. Postcards sent to adjacent property owners on April 6, 2020.

PLACED ON AGENDA FOR: Discussion

REMARKS:

This application is scheduled to go to the Metropolitan Planning Commission on May 18th at 5 pm in City of Beaufort Council Chambers and to City Council for first reading on May 26th at 7 pm in City of Beaufort Council Chambers.

ATTACHMENTS:

Description	Type	Upload Date
Application	Cover Memo	4/23/2020

Map 1-50000	Cover Memo	4/23/2020
Map 1-3500	Cover Memo	4/23/2020
Table of Permitted Uses	Cover Memo	4/23/2020
Future Land Use Map	Cover Memo	4/23/2020
Future Land Use Designation O-2	Cover Memo	4/23/2020
MCAS Noise Contours	Cover Memo	4/23/2020



REZONING APPLICATION (EXCEPT FOR PUDS)

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

Application Fee: \$250 +
\$10 for each additional lot
Receipt #

OFFICE USE ONLY: Date Filed: Application #: Zoning District:

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

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

Applicant, Owner and Property Information

Property Address: 3484 Trask Parkway Beaufort, SC 29902

Property Identification Number (Tax Map & Parcel Number): R100 025 000 012B 0000

Applicant Name: Wod Timber, LLC

Applicant Address: P.O. Box 13069 East Dublin, GA 31027

Applicant E-mail: april.wooten@cherokeebrick.com Applicant Phone Number: 478-781-6800

Property Owner (if other than the Applicant): Six L's Packing Company, Inc.

Property Owner Address: PO BOX 3088 IMMOKALEE FL 34143

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

If yes, give action(s) taken:

Present zone classification: Industrial S1

Requested zone classification: RMX

Total area of property: 2 Acres

Existing land use: Packing Shed

Desired land use: Storage / Laydown Yard / Retail

Reasons for requesting rezoning: Unsuitable Zoning in County for Intended Use.

Applicant's Signature: [Signature] Date: 3-16-20

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

Property Owner's Signature: Jaime Weisinger Date: [Stamp]

TO THE MEMBERS OF)
CITY COUNCIL) PETITION OF ANNEXATION
CITY OF BEAUFORT, SOUTH CAROLINA)

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

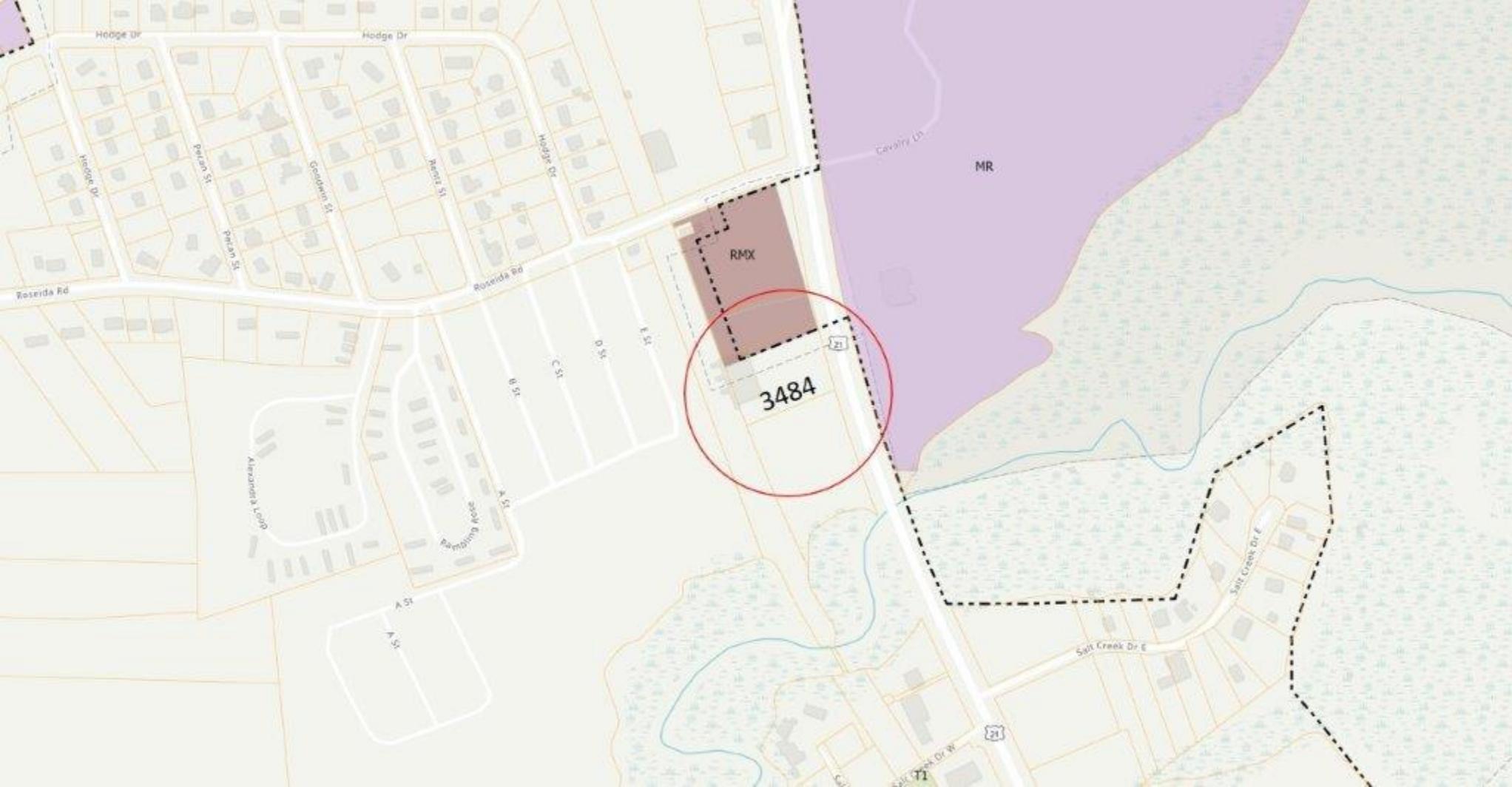
The City of Beaufort shall furnish and render as promptly as practical to said area, its residents and properties, all of privileges, benefits, rights and services now and hereinafter to be accorded the citizens within the corporate limits of the City of Beaufort in every particular under its charter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

The petitioning area to be annexed is described as follows:

3484 Trask Parkway

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

Name (print)	Address	Signature	Date of Signature
Jaime Weisinger	PO BOX 3088 IMMOKALEE FL 34143	<i>Jaime Weisinger</i>	03/16/2020 11:36 AM EDT



Hodge Dr

Hodge Dr

Cavahy Ln

MR

RMX

3484

21

Roseida Rd

Roseida Rd

Amenity Ln

Rembling Ave

Salt Creek Dr E

Salt Creek Dr E

21

Salt Creek Dr W

71

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

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

3.2 TABLE OF PERMITTED USES

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

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

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

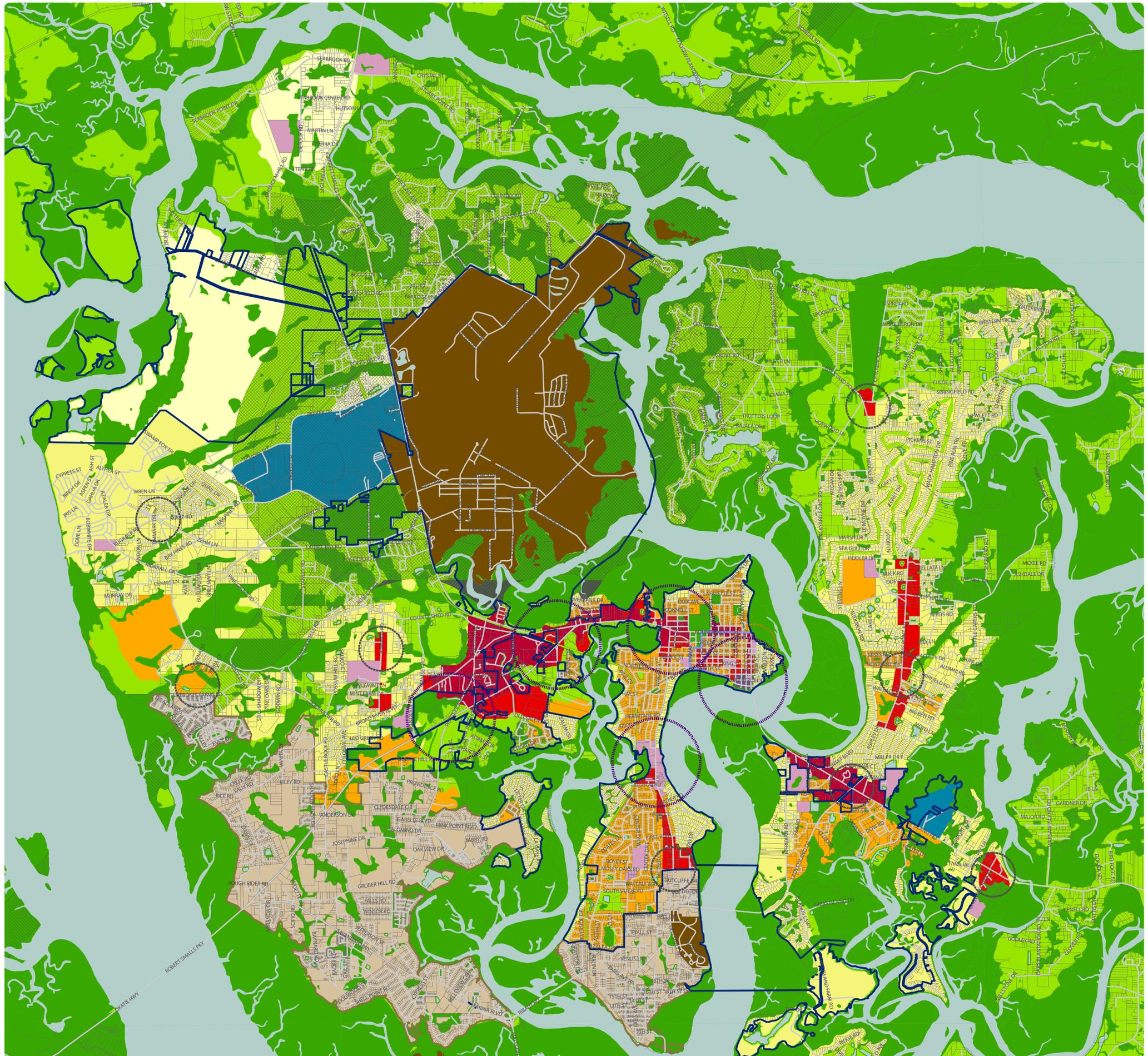
P=Permitted Use C=Conditional Use SE=Special Exception E=in Existing Building/Facility Only RF=Retail Frontage Only A=T4-Neighborhood Artisan subdistrict Only —=Prohibited use



VISION BEAUFORT

2009 Comprehensive Plan

LAWRENCE
GROUP



- PRESERVED OPEN SPACE (O-1)**
 The O-1 sector represents the basic "green infrastructure" of the community providing critical habitat for wildlife; protection of water quality and protection from flooding and erosion; and needed recreation and greenspace for the human habitat. This category, indicated in dark green on the Framework Map, comprises lands that are already non-developable, such as wetlands, conservation easements, required stream buffers, and parks.
- RURAL/CONSERVATION LANDS (O-2)**
 This sector includes areas that are prime candidates for moving into the O-1 sector through conservation easements or other open space acquisition/protection measures. This sector consists of lands that should be off-limits to development except occasional conservation neighborhoods at very low densities due to environmental conditions, urban service factors, and proximity to the MCAS operations.
- GROWTH RESERVE SECTOR (GR-1)**
 The GR-1 sector is intended as a holding zone or reserve area for future urbanization in the northern Beaufort County region. Care should be taken to ensure that this area not be developed as a low-density suburban subdivision as there is sufficient land area to create an urban center supported by walkable neighborhoods.
- MODERATE DENSITY RESIDENTIAL NEIGHBORHOODS (G-1)**
 The G-1 sector is intended for relatively moderate density residential development. It includes areas that are not likely locations for redevelopment, as well as lands that are not proximate to thoroughfares and are not projected to be high growth areas due to limited access to transportation networks, existing services, and utilities. In addition, poor/wet soils that not typically appropriate for development are included in this sector, which is intended for relatively low-density development.

- URBAN NEIGHBORHOODS/TNDs (G-2)**
 The G-2 sector contains denser, mixed-use development at the scale of neighborhood centers, indicated by the small (1/4 mile) circles, and suburban, residential development at the scale of walkable "traditional neighborhoods" shown in orange. This type of residential development creates an identifiable center organized around a small public square or green, often with some civic facilities or a building such as a church or a small store.
- NEIGHBORHOOD MIXED USE & CORRIDOR MIXED USE (G-3)**
 The G-3 sector is intended to apply along high capacity regional thoroughfares at major transportation nodes, or along portions of highly-traveled corridors. G-3 land generally falls within areas for higher-intensity regional-serving development, marked by the dark purple 1/2 mile radius circles. Neighborhood Mixed-Use designations (G-3A) are intended for a mixture of uses intended to serve the surrounding neighborhoods. Corridor Mixed-Use areas (G-3B) are intended for a mixture of regional-serving commercial, residential, and institutional destinations.
- DOWNTOWN BEAUFORT (G-4)**
 This sector is comprised of areas with existing development, with a relatively dense street grid, and which are appropriate for redevelopment or additional development. This area is, in large respect, appropriate for redevelopment and new infill development and well served with infrastructure (roads, utilities, etc.), and access to services and amenities.

- CIVIC & INSTITUTIONAL USES**
 In addition to the geographic sectors, the Framework Plan indicates two related special land uses: the existing schools and other civic sites such as the hospital, the university and technical college, and the library. These civic and institutional uses properties are related to the community's permanent civic and green infrastructure since large pieces of land on many these properties will continue be undeveloped open space.
- INDUSTRIAL/EMPLOYMENT CENTERS: SPECIAL DISTRICT (SD)**
 As regional employment centers, industrial districts also fall into the G-3 sector. Industrial development is shown around the existing Beaufort Commerce Park and in areas where industrial and distribution facilities are currently located or approved for development by current zoning.
- NEIGHBORHOOD CENTERS**
 Neighborhood Centers, shown as the small black circles on the Framework Map, are based on a 1/4 mile radius (a typical 5-minute walk) from a key intersection. They are intended to be mixed-use activity centers serving surrounding neighborhoods with retail, services, civic uses, and higher density housing.
- REGIONAL CENTERS**
 Regional Centers are mixed-use activity centers with employment and commercial uses that attract people from beyond the immediate neighborhoods and from surrounding communities. These centers are appropriate for commercial and employment development as well as the area's highest density housing. The area of these centers is based on a 1/2 mile radius (a typical 10-minute walk)—the larger circles on the map.



Source: Thomas Hylton

Rural area outside of a historic Pennsylvania town center

FIG 1.2 OPEN SPACE SECTOR 2 (O-2): RURAL/CONSERVATION LANDS

This sector includes areas that are prime candidates for moving into the O-1 sector through conservation easements or other open space acquisition/protection measures. This sector, shown in medium green on the Framework Map, consists of lands that should be off-limits to development except occasional conservation neighborhoods at very low densities. These areas may be legally developable based on current federal, state, and local regulations. However, they are areas that based on environmental conditions, urban service factors (distance from existing City services and difficulty in providing efficient services and infrastructure such as roadways, for example), and proximity to the MCAS operations (as identified by the AICUZ zones) should be lightly developed or undeveloped, remaining in a rural or natural state.

These areas include lands identified as rural and preserved lands for future preservation in the *Northern Beaufort County Regional Plan*. Future parks and open space identified in the *City of Beaufort Comprehensive Plan Update 2004* were also incorporated into the O2 category.

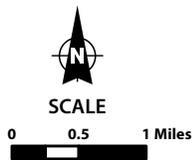
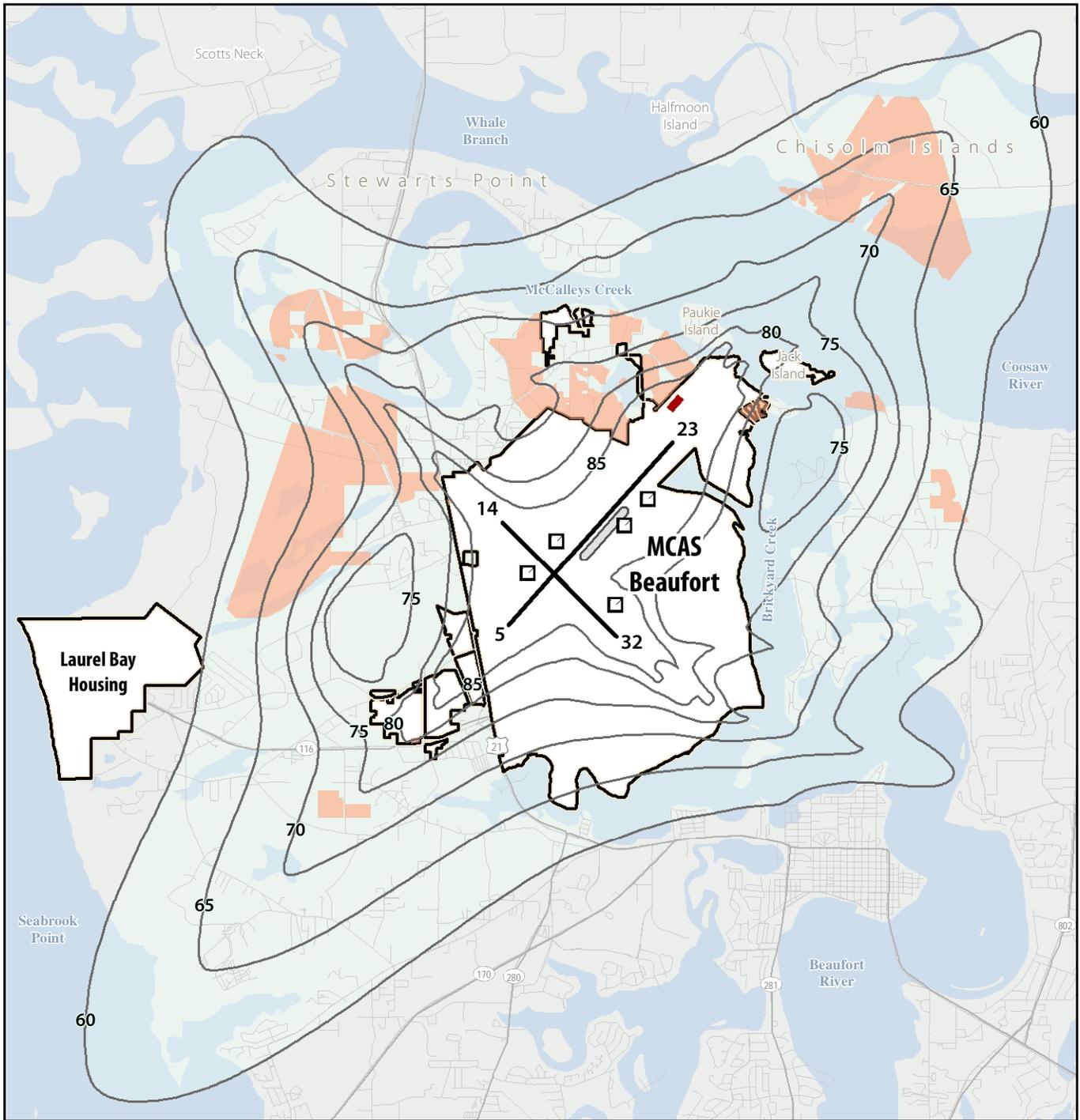
For Beaufort, this sector also consists of:

- proposed greenspace and greenways
- future rural and preserved lands
- 100-year floodplain
- 100-ft. riparian stream buffer
- Air Installations Compatible Use Zones (AICUZ) accident potential zones (APZ's)

The AICUZ noise zones are designed as a tool for local planning agencies. The US Department of Defense measures noise in and around the base to determine what land use activities are compatible in the area. This area, shown in hatching, outlines uses that are conditionally compatible as well as incompatible; therefore, caution should be exercised when developing within a noise zone.

APPROPRIATE LAND USES/DEVELOPMENT TYPES:

- conservation areas
- parks & greenways
- agricultural and forestry uses
- limited civic uses such as schools
- very low-density residential development and clustered development (maximum density: 1 dwelling unit per 10 gross acres)



- Legend**
- Vertical Landing Pads
 - 2013 Noise Countour (db DNL)
 - Runway
 - FBO
 - LHD Facility
 - Major Road
 - MCAS Beaufort Base Boundary
 - USMC Land Protected Under Restrictive Easements
 - Waterbody

Figure 4-1
AICUZ Noise Contours
MCAS Beaufort
MCAS Beaufort AICUZ
Beaufort County, SC

Note: The location of Vertical Landing Pads, FBO, and LHD Facility, as well as the Flight Tracks and Noise Contours are based on the 2010 USMC F-35B East Coast Final EIS.



City Council Worksession
Meeting Minutes – City Hall Planning Conference Room, 1st
Floor

February 25, 2020

I. CALL TO ORDER

5:01PM

Mayor, Billy Keyserling - All members of Council in attendance (Mike McFee, Nan Sutton, Phil Cromer, Stephen Murray and Mayor Keyserling).

II. DISCUSSION ITEMS

A. 2020 Community Development Block Grant (CDBG) Priority Needs Assessment

David Prichard, Community and Economic Development Director presented Council with a priority needs list for CDBG.

Councilman Murray stated, in addition to dusting off the Northern Regional Plan, it has been over a decade and now is probably the time for us to crack that document back open and take a look at some of the greenway trails identified in there; such as regional connectivity and growth boundaries. We are decades past it and I believe it is time for a group to meet to discuss what changes need to be made and what progress has been done.

Council agreed to move the list forward as a recommendation from staff with CDBG partner, LowCounty Council of Governments.

B. Latest Update on House Bill 4331

Mr. Prokop, City Manager gave an overview of the latest update on the House Bill. He continued by stating that both he and Kathy Todd have gone through it and the big concern Ms. Todd has is with the part that says online renewal, which is on page three, Payment Portal which says the payment will go through the State Revenue and Fiscal Affairs Office. It was assured to Mrs. Todd the MASC would be the provider and they will get their money anyways. The question is why we cannot keep our portal, we already have it and when people pay there is no problem with it. It just does not say we can continue to use our portal. The rest of it we totally agree with and have not problems.

Mayor Keyserling instructed Mr. Prokop to stay on top of that so that we stay protected.

C. Recap on City Council Retreat 2020

Mr. Prokop, City Manager stated he has been working on things that were missed at the retreat or thought about after the retreat which he sent to Camille for review. Mr. Prokop stated he received a call on two items; first item, he expressed that people were told we were cancelling the Allison Road project and that it was off our Capital Improvement Plan. Mr. Prokop expressed that he said that information was not correct. Second item; the caller expressed that we had taken off the trail improvement to downtown. All of this came out from the retreat. Apparently, there has been some confusing and misinformation out there.

Council Murray stated as far as our economic goal since we expanded our strategic goals, it is much broader and we did not get far enough in the retreat to discuss the tactics and whom would be the responsible parties to ensure the goals are being met and we need to put the rest on paper. Overall, Councilman Murray felt the retreat was well done and it was a great collaboration with the staff.

Councilman Cromer made motion to adjourn the Worksession meeting.

III. ADJOURN

6:06PM

Disclaimer: All City Council Worksession and Regular Meeting minutes are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Audio recordings are available upon request by contacting the City Clerk, Ivette Burgess at 843-525-7018 or by email at iburgess@cityofbeaufort.org.



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

February 25, 2020

I. CALL TO ORDER

7:00 PM

Mayor, Billy Keyserling - All members of Council in attendance (Nan Sutton, Mike McFee, Mayor Keyserling, Stephen Murray, and Phil Cromer).

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mike McFee, Mayor Pro Tem

III. PROCLAMATIONS/COMMENTDATIONS/RECOGNITIONS

A. Character Education Proclamation - Cory Sharrow, Battery Creek High School

Motion to approve made by Cromer and seconded by Murray.

Proclamation read by Mayor Pro Tem, Mike McFee and presented to student by Mayor, Keyserling. Proclamation accepted by student.

IV. PUBLIC COMMENT

Jennifer Sanborn from Beaufort Town Center remind City Council and the general public about the 3rd Annual St. Patrick's Day event to be held on Saturday, March 14 from 12pm to 4pm. This event is family friendly with different food and drink vendors along with kids' activities.

V. MINUTES

A. Worksession and Regular Meeting December 10, 2019

Motion to approve made by McFee and seconded by Murray.

Worksession - Councilman Cromer stated on the first page under discussion item letter C. Matt St. Clair does not have an "e" in his last name.

Regular Meeting - Council Cromer stated in Old Business section A. second paragraph the sentence "Councilman Murray move to withdrawal" should be withdraw.

Motion to approved minutes with changes was unanimous.

B. Worksession and Regular Meeting January 14, 2020

Motion to approve made by Cromer and seconded by Murray.

Work session - Councilman Cromer stated under discussion items last sentence of the first item should be "Council would like to see any items added or removed". Cromer also expressed that on the same page second to last paragraph the word "decrease" should be "deceased". On page two second paragraph under section D the word "of" should follow "made up of". The third paragraph in section D should be "There is an exception...". On page three in the Adjourn section "is has been received in the past year" should be struck.

Council Murray stated on the first page second paragraph the dollar sign should be removed from "30 million projects". Murray stated this is not dollar amount it is the total number of projects.

No Corrections to Regular Meeting.

Motion to approve minutes with changes was unanimous.

C. Worksession January 21, 2020

Motion to approve minutes made by Murray and seconded by McFee

Minutes approved as submitted unanimous.

D. Worksession and Regular Meeting January 28, 2020

Motion to approve made by McFee and seconded by Murray.

Worksession - Councilman Cromer stated the first page under discussion items number four should read Williams Street and Mayfield Court.

Regular Meeting - Councilman Cromer stated first paragraph under Public Hearing the name Patricia Pickney was misspelled. In the second paragraph it reads "Mr. Meola stated based upon was happens" should be "what happens". Next page two at the very top Patricia Pickney name is misspelled and again in the same paragraph. Page four under Reports last sentence CDAB (Cultural District Advisory Board) should be spelled out instead of the use of acronyms. In addition, the last sentence states, "He finished with", Cromer was not sure if that was an error or not.

Motion to approve minutes with changes was unanimous.

VI. OLD BUSINESS

A. FY 2020 Budget Amendment #1 - 2nd Reading

Motion to approve made by Murray and seconded by McFee.

Ordinance was approved in 2nd and final reading unanimously.

- B. Ordinance authorizing the Sale of City Property, Cemetery Plot in Evergreen Cemetery - 2nd Reading

Motion to approve made by Mayor Keyserling and seconded by Sutton.

Ordinance was approved in 2nd and final reading unanimously.

VII. NEW BUSINESS

- A. Co-Sponsorship request for use of Waterfront Park from First Scots Presbyterian Church of Beaufort for Annual Easter Sunrise Service on Sunday, April 12, 2020

Motion to approve made by Murray and seconded by Cromer.

Rhonda Carey, Events & Tour Operations Coordinator gave an overview of the event.

Event was approved unanimously.

- B. Request for waiver of noise ordinance and request for street closure for 201 Laurens Street on May 2, 2020 for a private event

Motion to approve made by McFee and seconded by Sutton.

Rhonda Carey, Events & Tour Operations Coordinator and Jodi Miller from Plums Production gave an overview of the event.

Event was approved unanimously.

- C. Request from Beaufort County Community Center to close a portion of the 900 block of Newcastle Street for the 3rd Annual Washington Street Playground Event "Celebrating Decoration Day", Monday, May 25, 2020

Motion to approve made by McFee and seconded by Sutton.

Rhonda Carey, Events & Tour Operations Coordinator gave an overview of the event.

Event was approved unanimously.

- D. Request from Beaufort Regional Chambers of Commerce to allow the sale of alcohol and permission for street closures for the annual Taste of Beaufort event, Friday, May 1 and Saturday, May 2, 2020

Motion to approve made by Cromer and seconded by McFee.

Rhonda Carey, Events & Tour Operations Coordinator, Jodi Miller from Plums Production gave an overview of the event.

Event was approved unanimously.

- E. Request for Co-Sponsorship from YMCA for use of the Downtown Marina boat ramp and grassy area in the Waterfront Park/Marina for Beaufort River Swim 5K event Saturday, June 6, 2020

Motion to approve made by Cromer and seconded by Murray.

Rhonda Carey, Events & Tour Operations Coordinator, Mr. Pete Palmer, Meredith Anderson, President of Beaufort Swim Team and Denise Manning, YMCA Health and Wellness Coordinator gave an overview of the event.

Event was approved unanimously.

- G. Request from Beaufort Water festival for use of Waterfront Park, street closures, sale of alcohol, use of seawall, waiver of noise ordinance, and Co-Sponsorship for Opening Ceremonies for Water festival 2020, July 13-27, 2020

Motion to approve made by McFee and seconded by Murray.

Rhonda Carey, Events & Tour Operations Coordinator and Erin Morris, Water festival 2020 Commodore gave an overview of the event.

Event was approved unanimously.

- H. Request from Beaufort Regional Chambers of Commerce to allow the sale of alcohol, and street closures for annual Shrimp Festival, Friday, October 2 and Saturday, October 3, 2020

Motion to approve made by McFee and seconded by Cromer.

Rhonda Carey, Events & Tour Operations Coordinator and Aaron Morse Beaufort Water festival Commodore gave an overview of the event.

Event was approved unanimously.

- I. Approval of Civil Rights Coordinator and Committee to include Transition Plan for Section 504 Compliance

Motion to approve made by McFee and seconded by Murray.

Ivette Burgess, City of Beaufort Human Resources Director gave an overview as to the need of assigning a CV Coordinator. Mrs. Burgess stated that the following documents are a of matter of compliance for Section 504 in reference to Civil Rights Act and American Disability Act. We are required to have someone appointed as a coordinator and a committee that represents the City. Since we receive federal and state grants this solidifies, we are in compliance.

Councilman Murray asked if Facility 10 should read Arsenal in reference to 713 Craven Street. Mrs. Burgess expressed that was correct and would have that fixed.

Motion to approve with changes was unanimous.

VIII. REPORTS

City Manager's Report - Mr. Prokop expressed sympathy for Kathy Todd regarding the loss of her mother. He stated that the Greenlawn project will be completed this week, which includes landscaping, removing of poles and the planting of shrubs unless rain down pours prevent planting. He then concluded by thanking both Council and Staff for their input at the Council Retreat. We are in the process of organizing our plans and will have a document that will show when and how we will get things done.

Mayor's Report - Mayor Keyserling mentioned that Pickle Ball players are trying to form an association here in Beaufort, Young Leaders of Beaufort are meeting this week and the subject is reconstruction. This Saturday, the Reconstruction Choir are having their first performance.

Reports by Council Members - Councilman Murray reiterated sympathy for Kathy Todd. He also stated that we have 3 active prospects that want to development at Commerce Park.

Councilman Cromer mentioned the next Affordable Housing meeting is scheduled for March 4, 2020.

Councilmembers Sutton and McFee had nothing to report.

IX. ADJOURN

7:48 PM

Disclaimer: All City Council Worksession and Regular Meeting minutes are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Audio recordings are available upon request by contacting the City Clerk, Ivette Burgess at 843-525-7018 or by email at iburgess@cityofbeaufort.org.



City Council Worksession
Meeting Minutes – City Hall Planning Conference Room, 1st
Floor

March 10, 2020

/

I. CALL TO ORDER

5:00 PM

Mayor, Billy Keyserling - All members of Council in attendance (Mike McFee, Nan Sutton, Phil Cromer, Stephen Murray and Mayor Keyserling).

II. EMPLOYEE NEW HIRE RECOGNITION

Police Department - Matt Clancy, Chief

Chief Clancy introduced Police Officers Laura Rutland, Courtney Piatt and Michael Chutjian

Fire Department - Reece Bertholf, Chief

Chief Bertholf introduced Firefighter Kyle Bowman

III. DISCUSSION ITEMS

A. Update on Economic Development - John O'Toole, Beaufort County Economic Development Corporation Executive Director

John O'Toole from Beaufort County Economic Development gave an update on Beaufort County Economic Development.

Mr. O'Toole stated that the Capital Investment bumped up to \$86 million dollars and about 571 jobs have been created and 174 job have been retained. There is a seven-year report from 2018-2024 including both Capital expenditures, job creation \$1.65 billion impact and \$365.5 million in compensation.

Mr. O'Toole stated there will be a lot of growth in the Commerce Park. He explained with incentives such as tax breaks, constructions and product. That is where our leads come from. Taking care of the business we have as well as new ones, which at the end of the day makes for a great pipeline. To date we have closed 29 projects.

USCB and Clemson did a joint project on economic impact. It is estimated within the next seven years, we will have a \$1.5 billion impact, \$365.6 million on compensation, 834 average jobs and \$11.2 million in County and Municipal revenues in excess of expenditures - less any incentive agreements.

Councilman Murray asked to go back to the 9 million in approximate incentives. The vast majority has come from the State Department of Commerce and UTC (Utility Tax Credit) not from local funds. Mr. O'Toole stated that was correct. These are the ones that are put in front of companies.

In terms of lead sources, 60% comes from local sources but we have to do a better job at external marketing. We have a lot of influential people that live here or come here for vacation which we should see an increase by 80% in most counties.

Target Industries: Green industries are the focus. Looking forward here is what we hope to strive; private fundraisers; pipeline project - Beaufort Commerce Park; landing pad; 30 acres of product; increase work with lead generators and build team Beaufort County. Mr. O'Toole expressed that he has been working well with David Prichard and Reece Bertholf and they have great communication. Mr. O'Toole then expressed they also have a great partnership with Robb Wells.

Mr. O'Toole expressed Beaufort County needs to be committed and bold with the work force housing that is tasteful and affordable. People are coming here because of its authenticity.

Councilman Murray expressed we are not trying to undermine the people. I feel we are right on track even though it has taken some time to get everyone around the table to be comfortable and understand the goal. In his opinion he expressed he never thought that getting space north of the broad and business filling up within twenty-four months has been remarkable. We have a full surplus of leads.

B. Discussion regarding concept of creating a Lady's Island Village Center Area Plan

Allen Patterson, Chairman of Lady's Island Conservation Committee introduced himself and did a presentation. We have been working on this plan for two years now. The committee has been working on the objectives which we have accomplished some of them. We also have some new objectives such as community outreach, which we have established a website, transportation issues, and a traffic study which we are making progress on. We also have others involved such as Sea Island Coalition and Coastal Conservation League.

C. Incentives Ordinances - Proposed Changes.

Mayor Keyserling announced that this item would be tabled due to time running out in Worksession.

Motion to postpone approved.

Councilman Cromer made a motion to start Executive session.

IV. EXECUTIVE SESSION

A. Discussion of Personnel

No action taken.

B. Legal Advice on contractual agreements and discussion regarding Purchase and Sale of Property and discussion of economic development

No action taken.

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

March 10, 2020

I. CALL TO ORDER

7:35PM

Mayor, Billy Keyserling - All members of Council in attendance (Nan Sutton, Mike McFee, Mayor Keyserling, Stephen Murray, and Phil Cromer).

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem, Mike McFee

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

A. Proclamation proclaiming March 2020 as American Red Cross Month

Motion to move to approve made by Murray and seconded by Cromer.

Proclamation read by Mayor Pro Tem, Mike McFee and presented by Mayor Keyserling to Lowcountry Chapter of American Red Cross.

Proclamation accepted by Lowcountry Chapter of America Red Cross - Gary Baldwin, Candice Camp and Wyman Haigler.

IV. PUBLIC COMMENT

Reece Bertholf, Fire Chief thanked the American Red Cross.

V. PUBLIC HEARING

A. Ordinance amending Part 7 and adding a new Chapter 17, Development Impact Fees for Fire Service

Reece Bertholf, Fire Chief gave a brief overview of the proposed Fire Impact Fee. Chief Bertholf stated that under stat law the Planning Commission has given him authority to prepare the Capital Improvement program that requires approval and adopting plans.

On November 3, 2018 the City Council directed the Metropolitan Planning Commission (MPC) to prepare a Capital Improvement Plan for Fire facilities. An improvement plan has been developed as it is required by the South Carolina Development Impact Fee Act.

On October 21, 2019 joint planning of the MPC recommended that City Council adopt the Fire Facility Capital Improvement Plan dated August 15, 2019. A public hearing before Beaufort City Council which is now being held regarding Fire Facilities Capital Improvement Plan which is March 10, 2020, with notice to the public in the Beaufort Gazette on January 27, 2020 in consideration of ordinance amending Part 7 and adding a new Chapter 17 for fire services.

Mayor Keyserling expressed that this impact fee is a onetime fee for new development not existing development.

Mayor Keyserling asked for public comment and there were none.

VI. MINUTES

None.

VII. NEW BUSINESS

- A. Co-Sponsorship request for use of Waterfront Park from Hopeful Horizon for Take Back the Night event on Thursday, April 30, 2020 Motion to approve made by Murray and seconded by Cromer.

Motion to approve made by McFee and seconded by Cromer.

Linda Roper, Director of Downtown Operations and Rose Ewing with Hopeful Horizon gave an overview of the event.

Event was approved unanimously.

- B. Request from Beaufort Area Hospitality Association to change the date for use of the Waterfront Park for the Oyster Festival event to be held on January 15-16, 2021.

Motion to approve made by McFee and seconded by Cromer.

Linda Roper, Director of Downtown Operations gave an overview of the event.

Event was approved unanimously.

- C. Authorize City Manager to enter into Contract for Parking Management Services.

Motion to approve made by McFee and seconded by Sutton.

Kathy Todd, Finance Director gave a brief overview of the RFP process.

Motion to approve was unanimously.

- D. Resolution Adopting the Community Development Block Grant (CDBG) Priority Needs.

Motion was made by McFee and second by Cromer.

David Prichard, Community and Economic Development Director gave a brief overview of the Resolution and stated that this is formalizing what was discussed at the February 25, 2020 Worksession.

Motion to approve was unanimously.

- E. Approval for the City Manager to enter into a Memorandum of Understanding for the Carnegie Library Historical Marker.

Motion was made by Murray and second by Cromer.

William Prokop, City and Councilman McFee gave an overview of what is being proposed.

Councilman McFee expressed the project involves putting a historical marker on the Carnegie building.

Motion to approve was unanimously.

- F. Ordinance authorizing the City Manager to execute any and all necessary and appropriate documents for the purchase by the City of the property at 2153 Boundary Street - 1st Reading

Motion made by Cromer and second by Murray.

Mr. Prokop, City Manager expressed this property has been vacant for an estimated ten years on Boundary Street, which at one point was a drive thru coffee shop. The purpose of this purchase is in the interest of the City for a future parallel road. This area could be the entrance or exit for that future road that has been in discussion

Motion to approve was unanimously.

- G. Ordinance amending Part 7 and adding a new Chapter 17, Development Impact Fees for Fire Service - 1st Reading

Motion to approve made by McFee and seconded by Cromer.

Mayor Keyserling expressed that this was already heard at the Public Hearing he did not feel a presentation would be necessary. Chief Bertholf gave a quick brief to City Council giving them some feedback from the last discussion they had. Councilman Murray questioned the affordable housing part in reference to protecting the affordable part until it goes to the private sector from six years to ten years. Chief Bertholf expressed that at the next Worksession coming up that this can be further discussed about the recommended changes. Councilman Cromer agreed with Councilman Murray about the ten years being the best practice. Mayor Keyserling asked if there were any public comments and there were none.

Motion to approve was unanimously.

VIII. REPORTS

City Manager

1. Greenlawn project is 99.7 percent complete. He recommends Council to drive by and see how nice it turned out with the landscaping.
2. Noticed has been sent out to the public that the Mossy Oak Drainage Meeting will be held March 31, 2020 from 10am to 12pm in the Council Chambers. We have OCM and Core of Engineer processed. DHEC verbally said it was being mailed tomorrow. This meeting will give everyone an update and hopefully we will have all the permits in hand by then.
3. As you are aware, we had our Council retreat and we are in the process of fine tuning our plans and will have a draft for you to review at our next Worksession in the March 24. These strategic plans will be part of the budget plans as we move forward.
4. Mr. Prokop thanked the Fire Fighters for doing a great job at the Marsh Gardens fire.
5. Mr. Prokop also thanked the Police Department for handling the auto vehicle accident on Ribaut Road that took out wires and electricity in neighborhood close by.
6. Mr. Prokop has been talking with the engineer department at Dominion in removing some poles on Polk Street by Chic Fil La. So far in the last twelve months we had five poles knocked down in the area by trucks whom seem to turn short. We believe the streetlight poles are too close to the street. These damages are not cause by accidents the problems is trucks knocking them down and then leaving.
7. A reminder that the Beaufort History Museum will be having their 5th Annual Civil War Living Re-Enactment at the Arsenal courtyard March 14 at 9am.
8. Our Cyber Security initiative along with our educational and affordable housing task force have been meeting and making progress on several fronts and we continue to provide as much support staff as we can. In the future we will show you reports. In addition, they had a successful trip to Columbia and discussed cyber security with the legislators. We have great communications with those involved.
9. Regarding COVID-19 we are following the recommendation of DHEC, County and State authorities. We have a meeting in place with our Emergency Management Team in case the virus becomes more serious.
10. Lastly, three of us went to the Conference in Durham, NC and Mr. Prokop would like to say how proud he is on how we communicated and get things done compared to other cities. At the meeting it was found that most cities have not accomplished some of what we have. Mr. Prokop likes that City Council has the attitude that we are in this together and with that we are on a good track.

City Council

Mayor Keyserling

1. The Mayor has made comments on Local Option Sales Tax credit and how Port Royal and Bluffton are on board and that they had not heard from Hilton Head yet and the County was not quit on board as well.
2. Today is the anniversary of Harriet Tubman passing. The Mayor of New York asked to be a sister city due to the history and about this time next year we should have the monument of Harriet Tubman.
3. The Mayor Also thanked Kathleen Williams, Communication Manager regarding the City newsletters and getting information out to the public.

Councilman Cromer

1. Councilman Cromer mentioned that Mr. Prokop already went over what he would have discussed regarding the affordable housing and wanted to remind everyone the meetings for Affordable Housing are the first Wednesday of each month at 3pm in the Planning Conference Room.

Councilman Murray

1. Councilman Murray reiterated what Mr. Prokop expressed about the Cyber Security meeting in Columbia. The Governor endorsed this program.
2. Beaufort Digital Corridor will be holding a session this Friday at 12:30pm. The topic is Consumer Product success with a Twist. Registration is still open and seats are available.
3. Councilman Murray expressed he appreciates City Council listening to the Lady's Island Village Plan. A lot of lifting to putting together and appreciated everyone efforts.

IX. ADJOURN

8:30PM

Disclaimer: This document is a summary. All City Council Worksession and Regular Meeting minutes are recorded. Live stream can be found on the City's website at www.cityofbeaufort.org (Agenda section). Audio recordings are available upon request by contacting the City Clerk, Ivette Burgess at 843-525-7018 or by email at iburgess@cityofbeaufort.org.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 4/15/2020
FROM: William Prokop, City Manager
AGENDA ITEM TITLE: Ordinance authorizing the City Manager to execute documents for the purchase of property at 2153 Boundary Street - 2nd Reading
MEETING DATE: 4/28/2020
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	4/15/2020

ORDINANCE

Authorizing the City Manager to execute any and all necessary and appropriate documents for the purchase by the City of the property at 2153 Boundary Street

WHEREAS, Coastal States Bank (the Bank) is the owner of the property located at 2153 Boundary Street (the Property); and,

WHEREAS, it is anticipated that the Property will be necessary for the future extension and completion of the parallel road of First Street; and,

WHEREAS, the City has agreed with the Bank to purchase the Property for the sum of \$200,000; and,

WHEREAS, the City has agreed to be responsible for the cost of demolition and removal of the building located on the Property; and,

WHEREAS, City Council believes that it is in the best interest of the City and its citizens for the City to purchase and secure this property for this important projected future use; and,

WHEREAS, an Ordinance is required for the purchase of property by the City:

NOW THEREFORE, be it ordained by the Beaufort City Council, in Council duly assembled, and by the authority of the same, that the City Manager shall be authorized to execute such documents as may be necessary and appropriate for the purchase by the City of the property located at 2153 Boundary Street for the sum of \$200,000.

This Ordinance shall be effective upon adoption.

BILLY KEYSERLING, MAYOR

Attest:

IVETTE BURGESS CITY CLERK

1st Reading _____

2nd Reading & Adoption _____

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



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 4/17/2020
FROM: William Prokop, City Manager
AGENDA ITEM TITLE: Ordinance approving the sale of Bob Jones Field and Recreational Facility to Holy Trinity School, waiving and releasing all rights thereto under the transfer agreement dated December 2, 1992, and authorizing the City Manager to enter into a Memorandum of Agreement with Beaufort County and to sign a release of transfer agreement - 1st Reading
MEETING DATE: 4/28/2020
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Bob Jones Field	Backup Material	4/17/2020
Exhibit 1	Backup Material	4/17/2020
Exhibit 2 - MOU	Backup Material	4/17/2020

ORDINANCE

APPROVING THE SALE OF BOB JONES FIELD AND RECREATIONAL FACILITY TO HOLY TRINITY SCHOOL, WAIVING AND RELEASING ALL RIGHTS THERETO UNDER THE TRANSFER AGREEMENT DATED DECEMBER 2, 1992, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH BEAUFORT COUNTY AND TO SIGN A RELEASE OF TRANSFER AGREEMENT, AND ANY OTHER NECESSARY AND APPROPRIATE DOCUMENTS TO FACILITATE AND CONSUMMATE THIS TRANSACTION

WHEREAS, on or about December 2, 1992, the City and Beaufort County entered into a Transfer Agreement whereby recreational facilities owners by the City were transferred to Beaufort County for the purpose of consolidating the City owned recreational facilities with County owned recreational facilities that would result in certain efficiencies, economies of scale, improved services, and the possible elimination of some duplication of services; and,

WHEREAS, one of the properties that was made subject to the Transfer Agreement included what is commonly referred to as “Bob Jones Field and Recreational Facility” (hereinafter, the Property); and,

WHEREAS, on or about June 7, 1995, the City executed a Quit Claim deed to the County, which included the Property; and,

WHEREAS, the Transfer Agreement contained a provision that the Property shall forever continue to be used to provide recreational services to the citizens of the City and the County, and, in the event that the County should cease to use the recreational facility for this purpose, and upon notice by the City to the County of any violation of this provision, then “fee simple title to said property....shall automatically revert to the City”; and,

WHEREAS, since 1992 the County has owned and operated the Property for use by the citizens of the City and of Beaufort County for recreational purposes; and,

WHEREAS, with the expansion of County Recreational facilities elsewhere, public use of Bob Jones field as a public recreational facility has diminished over the years; and,

WHEREAS, the property adjacent to Bob Jones Field and Recreational Facilities, which was once a public school, is now owned by Holy Trinity School which utilizes the Property as part of its school activities; and,

WHEREAS, Holy Trinity School has expressed a desire to purchase the Property for continued use in connection with its educational mission; and,

WHEREAS on October 28, 2019, Beaufort County enacted Ordinance 2019/45 authorizing the County Administrator to execute documents to effectuate the sale of the Property for the sum of \$387,900, upon other terms and conditions set forth therein; and,

WHEREAS, City Council is in support of this sale and transfer by the County to Holy Trinity, and the County's receipt of the sales proceeds, upon the assurance that the funds from the sale of the Property are placed into a segregated account, and that they shall be utilized only for the upgrade of County owned parks and recreational facilities within the corporate limits of the City of Beaufort; and,

WHEREAS, the City and Beaufort County have agreed to a Memorandum of Agreement to accomplish the conditions and assurances of this sale as requested by City Council; and,

WHEREAS, in order to effectuate the sale of the Property to Holy Trinity, the City must forever quit claim the Property, and waive its rights of reversion to the Property as set forth in the Transfer Agreement; and,

WHEREAS, City Council finds that it is in the best interest of the City and its Citizens to execute the appropriate documents to allow the County to fully convey the Property to Holy Trinity, and to receive the net proceeds under the terms and conditions set forth in the Memorandum of Agreement;

NOW THEREFORE, be it Ordained by the City Council of Beaufort, South Carolina, in Council duly assembled and by authority of the same, as follows:

INCOPORATION: The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Ordinance; and,

The City Manager is and shall be authorized to execute the Release of Transfer Agreement attached hereto as Exhibit 1, which is incorporated herein by reference, forever quit claiming and releasing the Property from the reversion limitations of the Transfer Agreement; and,

WHEREAS, on September 1, 1995 the parties hereto caused to have recorded in the Office of the Register of Deeds for Beaufort County, South Carolina the Transfer Agreement, which was recorded in Records Book 800 at Page 751, and the Quit Claim Deed for the Property in Records Book 800 at Page 767;

WHEREAS, the Transfer Agreement contained a provision that the Property “shall forever continue to be used to provide recreational services to the citizens of the City and the County” and, in the event that the County should cease to use the recreational facility for this purpose, and upon notice by the City to the County of any violation of the provisions of the Agreement, then “fee simple title to said property...shall automatically revert to the City”;

WHEREAS, since the date that the Transfer Agreement was recorded, the County has owned and operated the Property for use by the citizens of the City of Beaufort and Beaufort County;

WHEREAS, the County has entered into an Agreement with an adjacent property owner for the sale and purchase of the Property to be utilized as a recreational facility for Holy Trinity School;

WHEREAS, in an effort to effectuate the sale, the parties hereto have agreed and are now desirous of releasing the Property from the Transfer Agreement, in its entirety.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City of Beaufort and Beaufort County does hereby agree:

The City does hereby forever release, remise and quit claim the property described in “Exhibit A” from the Transfer Agreement.

The City of Beaufort does hereby forever waive, release and remise all rights, easements and all other and further benefits accruing to the property described on "Exhibit A" pursuant to the terms and conditions of the Transfer Agreement.

IN WITNESS WHEREOF, the City of Beaufort has caused this instrument to be executed effective as of the date first written above.

WITNESSES:

CITY OF BEAUFORT

Print Name:

Its:

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

I, the undersigned Notary, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this _____ day of _____, 2020.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires:

(SEAL)

IN WITNESS WHEREOF, Beaufort County has caused this instrument to be executed effective as of the date first written above.

WITNESSES:

COUNTY OF BEAUFORT

Ashley M. Jacobs
County Administrator

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF BEAUFORT

I, the undersigned Notary, do hereby certify that Ashley M. Jacobs, Administrator for Beaufort County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this _____ day of _____, 2020.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires:

**EXHIBIT A
LEGAL DESCRIPTIONS**

All that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, containing 0.41 acres, more or less, and being shown and designated as Lot 16 on a Plat of Survey prepared by David E. Gasque, RLS, on January 23, 2009. Said plat was recorded with the Beaufort County Office of the Register of Deeds for Beaufort County, South Carolina on February 3, 2009 in Plat Book 127 at Page 90.

DMP: R120 003 000 0843

AND ALSO

All that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, containing 2.77 acres, more or less, and being shown and designated as Granville Park on a Plat of Survey prepared by David E. Gasque, RLS, on January 23, 2009. Said plat was recorded with the Beaufort County Office of the Register of Deeds for Beaufort County, South Carolina on February 3, 2009 in Plat Book 127 at Page 90.

DMP: R120 003 000 0842

AND ALSO

All that certain piece, parcel or lot of land, situate, lying and being in the City of Beaufort, County of Beaufort, State of South Carolina, containing 1.13 acres, more or less, and being shown and designated as Lots 1-3 on a Plat of Survey prepared by David E. Gasque, RLS, on January 23, 2009. Said plat was recorded with the Beaufort County Office of the Register of Deeds for Beaufort County, South Carolina on February 3, 2009 in Plat Book 127 at Page 90.

DMP: R120 003 000 0844

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this ____ day of April, 2020, by and between the City of Beaufort and Beaufort County.

WHEREAS, by Transfer Agreement dated December 14, 1992 (the 1992 Agreement), recorded in Deed Book 800 at page 751 in the Beaufort County Register of Deeds, the City of Beaufort (City) conveyed to Beaufort County (County) the City's interest in several formerly City recreational facilities, including the Bob Jones Field and Recreational Facilities, located within the City limits; and,

WHEREAS, as a condition to the 1992 Transfer Agreement, County agreed that all the transferred properties, including the Bob Jones Field and Recreational Facilities, would forever continue to be used to provide recreational services to the citizens of the City and the County; and,

WHEREAS, the County further agreed that, upon the failure to use the property for the provision of such recreational services, fee simple title to said property would automatically revert to the City; and,

WHEREAS, the property adjacent to Bob Jones Field and Recreational Facilities, which was once a public school, is now owned by Holy Trinity School; and,

WHEREAS, with the expansion of County Recreational facilities elsewhere, public use of Bob Jones field as a public recreational facility has diminished over the years; and,

WHEREAS, Holy Trinity School has expressed a desire to purchase the property of Bob Jones Field and Recreational Facilities for use in connection with its educational mission; and,

WHEREAS, on October 28, 2019, County enacted Ordinance 2019/45 authorizing the County Administrator to execute documents to effectuate the sale of Bob Jones field for the sum of \$387,900; and,

WHEREAS, in order to effectuate this sale to Holy Trinity, City must waive its rights of reversion to the property as set forth in the 1992 Transfer Agreement; and,

WHEREAS, City is in support of this sale and transfer by the County, and the County's receipt of the sales proceeds, upon the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the mutual rights and obligations set forth herein, the sufficiency of which is hereby acknowledged, the City and the County do hereby covenant and agree as follows:

1. The City hereby waives and relinquishes its right of reversion as set forth in paragraph 4 of the 1992 Transfer Agreement, as applied only to Bob Jones Field and Recreational Facility

property, and consents to the sale of said property by Beaufort County to Holy Trinity School. All terms and restrictions of the 1992 Transfer Agreement, as applied to all other properties set forth therein, shall remain in full force and effect.

2. The funds from this sale (\$387,900) shall be placed by the County into a segregated account, and shall be utilized only for the upgrade of parks and recreational facilities within the corporate limits of the City of Beaufort. In the event that Holy Trinity School decides to leave its current location, and pays to the County the full current appraised value of the Bob Jones Field property of \$444,000, as set forth in the aforesaid Ordinance, said funds will likewise be placed into this segregated account and shall be similarly restricted in use. Such funds in this segregated account shall not be expended for County services or programs, without prior written consent of the City Manager. County shall notify City in writing in advance of the expenditure of funds from said account, and shall provide to City a written annual accounting of said funds.

3. Beaufort County, and its Parks and Recreation Department administration, agree to discuss with the senior administrations of USCB and Technical College of the Lowcountry (TCL) for the use of the Basil Green fields and recreational facilities by said institutions at times when County Parks and Recreation are not using said fields and recreational facilities, upon such terms, including shared cost of maintaining said fields, as may be mutually agreed by the parties.

4. Assuming that both parties are satisfied with the lease agreement and wish to extend it, the renewal of the lease by the Community Task Force for the Greene Street Gym will be automatic, and will not have to go before County Council for renewal each year.

In Witness Whereof, the parties hereby agree and by their signatures set their seals:

WITNESSES:

BEAUFORT COUNTY

By: _____

Its: _____

CITY OF BEAUFORT

By: _____

Its: _____



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 4/21/2020
FROM: William Prokop, City Manager
AGENDA ITEM TITLE: Ordinance authorizing and approving the sale of City land in Commerce Park - 1st Reading
MEETING DATE: 4/28/2020
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	4/23/2020
Draft Contract of Sale	Backup Material	4/23/2020

ORDINANCE

Authorizing and Approving the sale of City land in the Commerce Park

WHEREAS, the City owns property in the Commerce Park, which it purchased and has held for sale to industry and businesses locating in Beaufort, and providing jobs and opportunities to residents of Beaufort County and the Lowcountry region; and,

WHEREAS, Magnus Development Partners, LLC has proposed to purchase property within the Commerce Park, and to design, construct, finance, and market an industrial building to be located thereon; and,

WHEREAS, such a proposal, under the appropriate terms and conditions, fulfills the purposes for which the City initially purchased the Commerce Park, without the expenditure of additional taxpayer funds to accomplish this purpose; and,

WHEREAS, Magnus has proposed the Contract For Sale and Purchase which is attached hereto and incorporated herein by reference; and,

WHEREAS, after design, construction and ultimate sale of the industrial building, Magnus will pay to the City \$15,000 per usable acre, which is estimated to be between 7-8 acres, under the terms of the attached Contract; and,

WHEREAS, City Council finds that it is in the best interest of the City and its citizens to authorize and approve this transaction, and the attached Contract; and,

WHEREAS, an Ordinance is required for the sale or conveyance of City land;

NOW THEREFORE, be it ordained by the City Council of Beaufort, South Carolina, duly assembled, and by the authority of the same, as follows:

INCORPORATION: The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Ordinance.

The City Manager is hereby authorized and directed to execute the Contract For Sale and Purchase which is attached hereto, and to further execute such other documents which may be necessary and appropriate for the consummation of the transaction contemplated therein.

This Ordinance shall become effective upon adoption.

(SEAL)

Attest:

BILLY KEYSERLING, MAYOR

IVETTE BURGESS, CITY CLERK

1st Reading

2nd Reading & Adoption

Reviewed by:

WILLIAM B. HARVEY, III, CITY ATTORNEY

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the ____ day of _____, 2020 by and between **CITY OF BEAUFORT, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (hereinafter referred to as "City") and **MAGNUS DEVELOPMENT PARTNERS, LLC**, a South Carolina limited liability company (hereinafter referred to as "Magnus"). The "Effective Date" of this Contract shall be the date on which the last party executes this Contract.

STATEMENT OF BACKGROUND INFORMATION

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

B. The Building will be constructed on Parcel 7, or a portion thereof (defined below as the "Property") which are owned by City.

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

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

AGREEMENT

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City agrees to sell and convey to Magnus and Magnus 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 all those tracts or parcels of land designated as Parcels 6 and 7 in the 196 acre Beaufort Commerce Park located at the intersection of US Highway 21 and SC Highway 116, identified as Beaufort County Tax Map Numbers _____ and _____ (collectively the "Property"). 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 \$15,000.00 per usable acre (i.e., land to be improved for the development, net of wetlands, flood plains, buffers, rights-of-way or other unbuildable areas) and shall be paid by Magnus as follows:

(a) The sum of \$1.00 (the "Earnest Money") shall be deposited with City upon the Effective Date.

(b) The sum of \$5,000.00 shall be paid to City upon the issuance of a certificate of occupancy for the Building.

(c) The sum of \$5,000.00 shall be paid to City upon each one year anniversary of the issuance of a certificate of occupancy until the Purchase Price is paid in full. Provided however, in the event Magnus sells the Property, the balance of the Purchase Price shall be paid in full upon such sale.

4. Magnus'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"), Magnus, its authorized agents and employees, as well as others authorized by Magnus, 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 Magnus's intended uses of the Property (collectively, the "Investigations") as Magnus 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, Magnus and City shall agree on any changes to the boundaries of the Property and agree on the usable acreage to determine the Purchase Price. Magnus 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. Magnus 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 Magnus fails to close, or terminates this Contract. During the Inspection Period City shall use its best efforts to cooperate fully with Magnus 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 Magnus shall have the right, in its sole and absolute discretion, to terminate this Contract if Magnus determines that the Property is not suitable for Magnus's intended purposes. If Magnus 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, Magnus 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 Magnus under paragraph (a) above.

5. City's Information. Within 5 days of the Effective Date City shall provide Magnus 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.

6. Title. Magnus'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 Magnus would adversely affect the use and marketability of the Property.

7. Title Examination. Prior to the expiration of the Inspection Period, Magnus 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 Magnus'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, Magnus, as Magnus's sole remedy, shall have the right to cancel this Contract. In such event, all Earnest Money shall immediately then be returned to Magnus and no party hereto shall have any further rights, liabilities or obligations hereunder.

8. City's Representations and Warranties. City makes the following representations and warranties to Magnus:

(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 Magnus hereunder or contingent upon Magnus 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.

Magnus acknowledges and agrees that the Property shall be sold, and Magnus 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.

9. Survey. Magnus shall cause a new subdivision survey to be prepared at its expense. The survey shall indicate the amount of acreage contained in the Property, net of wetlands, flood plains, buffers, rights-of-way or other unbuildable areas.

10. 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 Magnus has secured all necessary permits and approvals to begin construction of the Building. Magnus and City agree to deposit in trust with Magnus'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 Magnus'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 Magnus a policy of title insurance, the Closing Attorney shall on the date of Closing, upon instructions from Magnus 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 Magnus 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 Magnus of good and insurable title to the Property.

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

12. Development of Building. Pursuant to a Development Agreement executed on or about the date hereof (the "Development Agreement") between Magnus and Beaufort County Economic Development Corporation ("BCEDC") Magnus agrees to design, construct, finance and market an approximately 64,000 square foot industrial building (the "Building") for manufacturing and warehouse uses on the Property. Magnus shall pay all permitting, business license and customary impact fees. In the event Magnus does not achieve substantial completion of the Building within one (1) year of the date it acquires title to the Property (the "Completion Date"), subject to events of force majeure or other events beyond the control of Magnus, Magnus shall promptly re-convey the Property to City, or if such transfer is not possible, Magnus shall refund the "Site Work Contribution" to BCEDC, as more particularly described in the Development Agreement. Provided however, if the Building is 75% completed by the Completion Date, the Completion Date shall be extended six (6) months.

13. Sale or Lease of the Building. Magnus shall diligently market the Building for sale or lease utilizing Magnus's professionals employed by it (on a non-exclusive basis) and any other qualified real

estate professionals selected by Magnus to secure industrial users. In the event City locates a purchaser for the Building, Magnus agrees to sell the Building for an amount equal to the greater of then current appraised value of the Building, or a sum equal to the total development costs for the Building, plus 10%. In the event City locates a tenant for the Building, Magnus agrees to lease the Building on a triple net basis for \$6.50 per square foot, subject to adjustment for any required buildout of interior improvements.

14. Right of First Refusal to Purchase Parcel 6. Magnus shall have the right of first refusal to purchase Parcel 6. City shall provide Magnus with any bona fide written offer to purchase Lot 6, and Magnus shall have thirty (30) days from receipt of such offer to agree to purchase Lot 6 on the same terms.

15. 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. Magnus shall pay the premium for the owner's title insurance policy to be issued to Magnus, the grantee's cost of recordation of the deed, the costs incurred by Magnus in connection with its Investigations of the Property and the fees of Magnus's attorneys.

16. 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.

17. Brokerage. City and Magnus 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.

18. 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

Email: _____

To Magnus:

Magnus Development Partners, LLC
719 Holly Street
Columbia, South Carolina 29205
Attention: William G. Owen

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

20. Parties. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of Magnus 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 Magnus. Magnus 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.

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

22. 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, Magnus shall have the right at Magnus'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 Magnus promptly upon request, all rights and obligations of the parties under this Contract shall expire, and this Contract shall become null and void. If Magnus does not so terminate this Contract, City shall assign to Magnus 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 Magnus of eminent domain proceedings within five (5) days after City learns thereof.

23. 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 Magnus 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.

24. Attorneys 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.

25. 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.

26. 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.

27. Road Paving. City agrees to pave Schork Road and Schwartz Road within nine (9) months of the Closing Date.

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: _____, 2020

MAGNUS DEVELOPMENT PARTNERS, LLC

By: _____

Name: _____

Title: _____

Dated: _____, 2020

EXHIBIT "A"

DESCRIPTION OF PROPERTY



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 4/23/2020
FROM: William Prokop, City Manager
AGENDA ITEM
TITLE: Resolution - COVID-19
MEETING
DATE: 4/28/2020
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

This resolution will be rescinded if Governor McMaster deems the state of emergency over.

PLACED ON AGENDA FOR:

REMARKS: