



CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL REGULAR MEETING AGENDA
September 18, 2018

NOTE: IF YOU HAVE SPECIAL NEEDS DUE TO A PHYSICAL CHALLENGE, PLEASE CALL IVETTE BURGESS 525-7070 FOR ADDITIONAL INFORMATION

STATEMENT OF MEDIA NOTIFICATION

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

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

I. CALL TO ORDER

A. Mayor, Billy Keyserling

II. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Mayor Pro Tem, Mike McFee

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS

IV. PUBLIC COMMENT

V. PUBLIC HEARING

VI. MINUTES

VII. OLD BUSINESS

- A. Ordinance Rezoning a Portion of a Parcel of Property located at 1529 Salem Road, from T4-Neighborhood District to T5-Urban Corridor District - 2nd Reading
- B. Ordinance Revising the Flood Damage Prevention Ordinance to Eliminate the Five-Year Cumulative Clause - 2nd Reading

VIII. NEW BUSINESS

- A. Request from the Baptist Church of Beaufort to use Downtown Marina boat ramp for River Baptism and use of Pavilion for Church lunch, Sunday, October 14, 2018
- B. Request from Beaufort Memorial Hospital to host event, Rails and Ales, at the Depot Building on Spanish Moss Trail - Saturday, October 13, 2018
- C. Approval of Hospitality Fee Allocation for Downtown Beaufort Merchants Association
- D. Request for Street Closure from the Beaufort Police Department for event National Night Out - Tuesday, October 2, 2018
- E. Resolution on FY 2019 Setoff Debt Program Participation

- F. Approval to allow City Manager to enter into Project Development Agreement with Johnson Controls for Phase II - Courts and Police Building
- G. Investment Tax Credit Contract with Hargray Communications for Infrastructure Improvements, \$200,000.00
- H. Approval to allow City Manager to enter into Lease Agreement regarding Whitehall Park

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:** 9/4/2018
FROM: Libby Anderson
AGENDA ITEM TITLE: Ordinance Rezoning a Portion of a Parcel of Property located at 1529 Salem Road, from T4-Neighborhood District to T5-Urban Corridor District - 2nd Reading
MEETING DATE: 9/18/2018
DEPARTMENT: Planning

BACKGROUND INFORMATION:

The City has received an application to rezone a portion of a parcel of property located at 1529 Salem Road, identified as R122 029 000 0181 0000. The lot is currently zoned T4-Neighborhood District (T4-N). The front (Salem Road) half of the property is proposed to be rezoned to T5-Urban Corridor District (T5-UC). The Beaufort--Port Royal Metropolitan Planning Commission considered this rezoning request at their August 20 meeting and recommended approval. A public hearing on the proposed rezoning was held at the August 28 City Council meeting. First reading of the ordinance rezoning the property was held at the August 28 Council meeting. An ordinance rezoning the lot (attached) is ready for second reading by City Council.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Salem Rd rezoning ordinance	Cover Memo	9/4/2018

ORDINANCE

AMENDING THE CITY OF BEAUFORT ZONING DISTRICT MAP BY CHANGING THE ZONING DESIGNATION OF A PORTION OF A PARCEL OF PROPERTY LOCATED AT 1529 SALEM ROAD, IDENTIFIED AS R122 029 000 0181 0000, FROM T4-NEIGHBORHOOD DISTRICT TO T5-URBAN COORIDOR DISTRICT

WHEREAS, the City has submitted an application to rezone a portion of a parcel of property located at 1529 Salem Road, identified as R122 029 000 0181 0000, from T4-Neighborhood District to T5-Urban Corridor District; and

WHEREAS, the property adjacent to the north was recently rezoned to T5-Urban Corridor District; and

WHEREAS, the property had previously been zoned Highway Commercial District under the Unified Development Ordinance; and

WHEREAS, the T5-Urban Corridor District is similar with regard to permitted uses to the previous Highway Commercial District; and

WHEREAS, the proposed T5-Urban Corridor District is consistent with the future land use recommendation in the City's comprehensive plan; and

WHEREAS, the proposed rezoning was presented to the Beaufort–Port Royal Metropolitan Planning Commission and the Commission recommended approval; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding rezoning of this property on Tuesday, August 28, 2018, with notice of the hearing published in *The Beaufort Gazette* on Monday, August 13, 2018;

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* as amended, that the “City of Beaufort Zoning District Map” be amended to change the zoning designation of the front (Salem Road) half (see attached map) of a parcel of property located at 1529 Salem Road, identified as R122 029 000 0181 0000, from T4-Neighborhood District to T5-Urban Corridor District.

This ordinance shall become effective immediately upon adoption.

(SEAL)

Attest:

BILLY KEYSERLING, MAYOR

IVETTE BURGESS, CITY CLERK

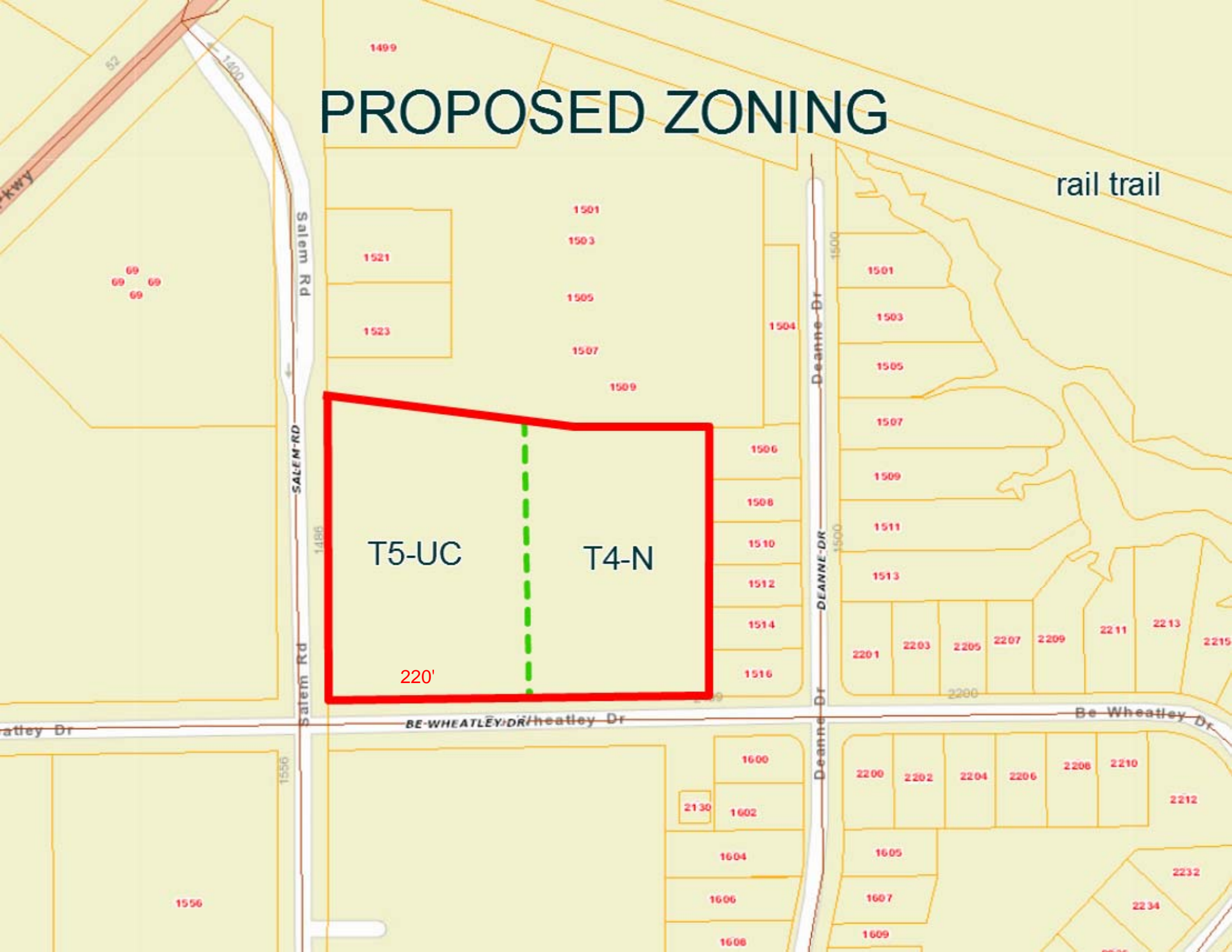
1st Reading

2nd Reading & Adoption

Reviewed by:

WILLIAM B. HARVEY, III, CITY ATTORNEY

PROPOSED ZONING



memo

City of Beaufort

TO: William (Bill) Prokop

FROM: Bruce Skipper

CC: Libby Anderson

DATE: August 22, 2018

Re: 5-year cumulative clause in the current flood ordinance

The City's current flood ordinance has in its definition a "Five-Year Cumulative Clause." Having the five-year cumulative clause as part of our ordinance allows extra points to achieve a discount on our flood insurance policies; however, it becomes very restrictive with multiple storm events within a five consecutive year period coupled with a neighborhood's low property values. This restriction could be devastating to entire neighborhoods, especially neighborhoods that are still struggling to recover from the economy down turn.

If a structure is considered a substantial damage/improvement property, the structure would be required to be brought into full compliance with the current flood ordinance. One of the options could be to elevate the structure to the new finished floor elevation requirement. Under the current flood maps, elevating the structure could mean the new finish floor elevation could be 3-4 feet higher than it currently is.

As administrators of the ordinance, we feel that the current flood ordinance could become detrimental to some of our neighborhoods especially if another storm visits our area. The major local gain for having the "five-year cumulative clause" included in the ordinance is the Community Rating System (CRS) points. The gain in CRS points does not seem to serve the best interest of our community.

Here is a little back ground information.

50% RULE. This term is included in the definition of Substantial Improvement. Substantial improvement designation is given when the cost of improvement or damage repair has exceeded 50% of the structure's market value. Market value can be determined by using the Beaufort County Tax assessor's building values (building only), or a certified appraisal with the depreciated value. The floodplain manager can assign a value if no other means is available.

Pros: The extra CRS points could mean greater discounts on all the flood insurance policies within the city.

Cons: Five years is a long time. During a five-year period we could have several flood events such as happened during the last two hurricane seasons. All the storm damage and general maintenance/improvements during the five-year period would be counted toward the 50%.

I have attached a copy of the flood ordinance, for your review, that specifies the Substantial Damage/Improvement and the 50% comments.

Structure. A walled and roofed building, a manufactured home, including a gas or liquid storage tank, or other man-made infrastructure that is principally above ground.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage or destruction, as determined by the local government. This definition of "substantial improvement" will refer to the definition of "substantial improvement".

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure that equals or exceeds fifty (50) percent of the market value of the structure before the start of construction of the improvement. This definition includes structures which have incurred substantial damage, regardless of the actual repair work performed. Permits for a period of five (5) years. If the improvement project is conducted in phases, the total of all costs associated with the project, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will be achieved. This definition does not, however, include either:

- (1) Any project of improvement to a structure to correct existing violations of state or local health, safety or code specifications which have been identified by the local code enforcement official and which are necessary to assure safe living conditions (does not include American with Disabilities Act compliance)
- (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's designation as a historic structure.

Substantially improved existing manufactured home park or subdivision. Where the repair, reconstruction, rehabilitation, improvement of the streets, utilities and pads equals or exceeds fifty (50) percent of the value of the streets, utilities and pads, repair, reconstruction, or improvement commenced.

.. ..

ORDINANCE

Amending Part 5, Chapter 4, Article B, Section 5-4011 of the Code of Ordinances to remove the cumulative period from the definition of Substantial Improvement

WHEREAS, Section 5-4032, and other sections of the City Code of Ordinances pertaining to building code requirements, provide that structures that are substantially improved must comply with current building codes; and,

WHEREAS, Section 5-4011 contains the definition of the term Substantial Improvement, which provides, in part, that “Permits shall be cumulative for a period of five (5) years:”, and,

WHEREAS, with the recent hurricanes, major storms and flooding, residents in the City have found this cumulative provision to cause great difficulty in their repair of damages to their residences; and,

WHEREAS, City Council believes that this cumulative provision is over burdensome, and imposes undue difficulty to residences who are trying to recover from natural weather events; and,

WHEREAS, City Council believes it is in the best interest of the City and its residents to remove this cumulative provision from the definition of “Substantial Improvement”;

NOW THEREFORE, be it ordained, by the City Council of Beaufort, South Carolina, in Council duly assembled, and by the authority of the same, that Section 5-4011 of the Code of Ordinances, and the definition of “Substantial Improvement”, be amended to delete the sentence: “Permits shall be cumulative for a period of five (5) years.” Henceforth, the definition of Substantial Improvement in Section 5-4011 shall read as follows:

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur. The term does not, however, include either:

- (1) Any project of improvement to a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been

identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (does not include American with Disabilities Act compliance standards); or

(2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

This amendment shall become 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:** 8/22/2018
FROM:
AGENDA ITEM Request from the Baptist Church of Beaufort to use Downtown Marina boat ramp for
TITLE: River Baptism and use of Pavilion for Church lunch, Sunday, October 14, 2018
MEETING
DATE: 9/18/2018
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request Letter	Backup Material	9/7/2018

Rec'd
7/24/18
JB

July 24, 2018



601 Charles Street
P.O. Box 879
Beaufort, SC 29901-0879
(843) 524-3197
Fax: (843) 524-3337

E-mail:
bcb@bcob.org
Website:
www.bcob.org

Dr. James G. Wooten
Senior Pastor

Rev. Jeff Pethel
Associate Pastor in
Family Ministries

Mrs. Sarah Stender
Minister of Music &
Worship Arts

Ms. Yvette Burgess, Administrative Assistant
City Council
1911 Boundary Street
Beaufort, SC 29902

Dear Ms. Burgess:

The Baptist Church of Beaufort requests permission to hold a river baptism in the Beaufort River at the Waterfront Park boat ramp on Sunday, October 14, 2018 similar to what we have done in the past.

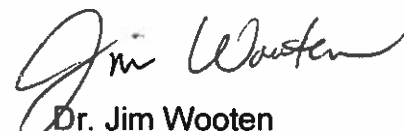
This tradition is rooted deep in our history, and in recent years we have sought to reconnect to that history. We often have individuals who request to be baptized in the Beaufort River.

We would walk to the waterfront after our morning service ends around noon, with the actual baptism taking place as soon as the congregation gathers. We would like to use the pavilion to sit and have our lunch if at all possible. Set up for the pavilion area would begin around 10:00 a.m. It is hard to determine how many people would be attending but I would guess it to be approximately 200-250.

This service has been very special and inspirational as well as a time of fellowship shared amongst the beautiful park and river. I am excited about the uniqueness of this service and am truly looking forward to it. I understand that usually there are bystanders who join also in the event and they of course are welcomed. Because of this, we would like for the City to co-sponsor this event with us.

Thank you for your consideration of this request and I look forward to hearing back from you. Should you need additional information, please contact me at 843-524-3197.

Sincerely,


Dr. Jim Wooten
Pastor



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/7/2018
FROM: Ivette Burgess
AGENDA ITEM Request from Beaufort Memorial Hospital to host event, Rails and Ales, at the Depot
TITLE: Building on Spanish Moss Trail - Saturday, October 13, 2018
MEETING
DATE: 9/18/2018
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request Letter	Backup Material	9/7/2018



Beaufort Memorial HOSPITAL Foundation

FOUNDATION TRUSTEES

Sarah Dyson
Chair

Hugh Gouldthorpe
Vice Chair

Ty Reichel
Treasurer

Cathy Crocker
Secretary

Andrea Allen
Hospital Board Rep.

Daniel Barton

Laura Beall

Richard Bradbury

Tony Britton

Marjorie Trask Gray

David C. House
Hospital Board Rep.

Hampton Long

John Tashjian

Tei Tober

Robert Trask

Russell Baxley
*BMH President & CEO
Ex-officio*

Deborah Schuchmann
*BMHF Associate Vice President
& Chief Development Officer*

CIRCLE OF ADVISORS

William B. Harvey, III

TRUSTEES EMERITUS

Audrey McBratney Bittner

September 4, 2018

Mr. William Prokop
333 De La Gaye Point
Beaufort, South Carolina 29902

Dear Mr. Prokop,

Per your email conversation with Mr. Hurtt on July 26, Beaufort Memorial Hospital and the BMH Foundation are requesting use of the historic train depot to hold the Employee Giving event "Rails and Ales." The event itself will be hosted by the Beaufort Memorial Foundation in appreciation of employees who support the Foundation through charitable giving.

Both the Spanish Moss Trail and Beaufort Memorial are here for our community, and both exist today because of their commitment to Beaufort. We feel that partnering with the City of Beaufort and Friends of the SMT to host this event will be a wonderful way to highlight that commitment and Beaufort Memorial's shared history with our historic town.

The event is slated for October 13, 2018, starting at 6 p.m. and running until 9 p.m. There will be beer, wine, heavy hors d'oeuvres and music. We will have three security guards present and will be inviting neighboring households to attend. Please feel free to reach out to us with any questions or requests for additional information. We hope you can join us!

Thank you for your consideration and everything you do for our community.

Best Regards,

Russell Baxley, MHA
President and CEO
Beaufort Memorial

Deborah P. Schuchmann
Associate VP and Chief Development Officer
Beaufort Memorial Hospital Foundation



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/7/2018
FROM: Linda Roper
AGENDA ITEM
TITLE: Approval of Hospitality Fee Allocation for Downtown Beaufort Merchants Association
MEETING
DATE: 9/18/2018
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request Memo	Backup Material	9/7/2018



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

FROM: Linda Roper, Dir. Downtown Operations & Community Service

DATE: September 7, 2018

SUBJECT: Request for Allocation of a Portion of Hospitality Fee to Down Beaufort Merchants Association

The Downtown Beaufort Merchants Association presented their request for local hospitality funds for events and continuance of the organization to Council at the Worksession on August 28, 2019. Their request was \$22,100 and would fund the Association through August 31, 2019. The budget they presented was:

Description	Amount	Frequency	Total
Radio Advertising First Friday	\$ 800.00	12	\$ 9,600.00
Entertainment First Friday	\$ 850.00	12	\$ 10,200.00
Insurance	\$ 3,200.00	1	\$ 3,200.00
Administrative Costs (permits, fees, office supplies, etc)	\$ 1,800.00	1	\$ 1,800.00
	\$ 0.00		\$ 0.00
Website Creation (donated)	\$ -	1	\$ -
Website Hosting (Annual)	\$ 500.00	1	\$ 500.00
Social Media Promotion & Maintenance Branding & Content	\$ 500.00	12	\$ 6,000.00
Misc Advertising & Promotion items	\$ 1600.00	1	\$ 1,600.00
Annual Member Dues	\$ 120.00	-50	\$ (6,000.00)
Monthly Member Ad Co-Op	\$ 400.00	-12	\$ (4,800.00)
	Proposed Budget		\$ 22,100

The 1.1% portion of the Hospitality Fee for advertising to increase tourism and revitalization of the Downtown economy per Sec. 7-13003 available for appropriation for FY-2019 is \$22,286.

Thank you for your consideration.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/7/2018
FROM: Michael Phelan, Beaufort Police Department
AGENDA ITEM Request for Street Closure from the Beaufort Police Department for event National
TITLE: Night Out - Tuesday, October 2, 2018
MEETING
DATE: 9/18/2018
DEPARTMENT: Police

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Request Letter	Backup Material	9/7/2018
Map Outlining Closure Request	Backup Material	9/7/2018

September 7, 2018

FROM: Michael S. Phelan
Community Solutions Officer
Beaufort City Police Department
1901 Boundary St.
Beaufort, SC 29902
(843) 476-2315
mphelan@cityofbeaufort.org

TO: Beaufort City Council
C/O Mrs. Ivette Burgess
1911 Boundary St.
Beaufort, SC 29902
(843) 525-7070

SUBJECT: Request Approval for Beaufort Police Department Community Night Out

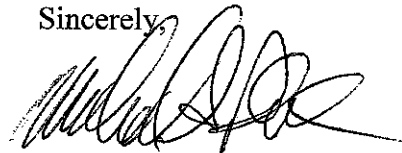
Dear Esteemed Members of the Beaufort City Council,

The Beaufort City Police Department (BFPD) is planning a National Night Out event on Tuesday, October 2, 2018, from 5:00PM to 8:00PM, at the Washington Street Park (1003 Washington St., Beaufort, SC 29902). This event is sponsored by the BFPD and invites the residents of our Community to enjoy food, fun, and fellowship with our officers in support of our Community-Oriented Policing (COP) philosophy.

I am writing to request permission for the Beaufort Police Department to host the event at the Washington Street Park and to request permission from the South Carolina (SC) Department of Transportation (DOT) to close the portion of Newcastle St. (S-100) from the intersection with Greene St. (S-55) to the intersection with Washington St. (S-106). The SC DOT requires written approval from the Beaufort City Council to accompany our application to SC DOT for permission to close that portion of Newcastle St. during the event. Please see the attached diagram for reference.

Thank you for your time and consideration, and please let me know if you need any additional information.

Sincerely,



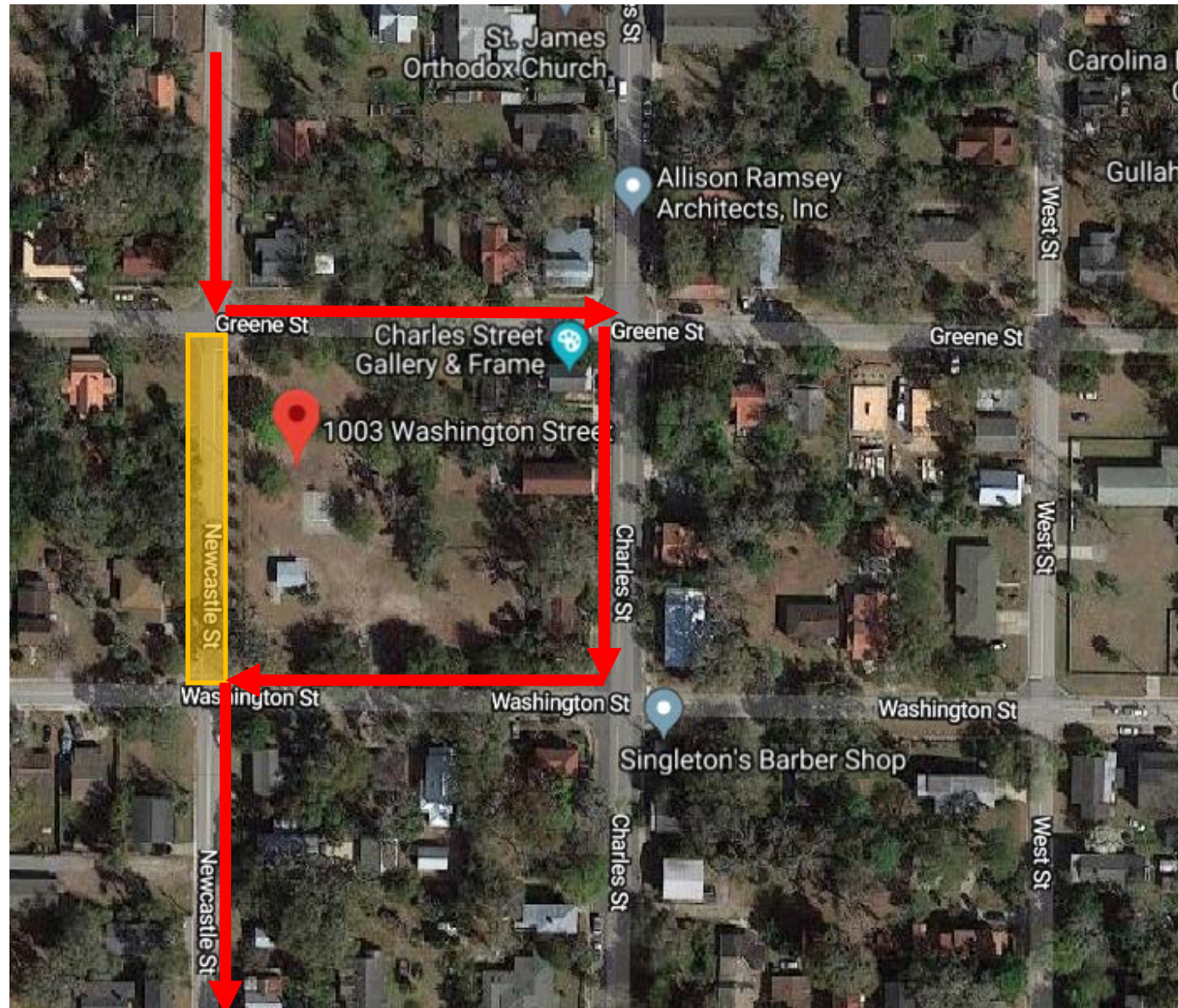
Michael Phelan

Community Solutions Officer
Beaufort City Police Department

Attachments:

1. Diagram of event layout and road closure.

Requested Road Closure
Beaufort Police Department Community Night Out
Tuesday, October 2, 2018, 3:00PM to 9:00PM



Detour →

Road Closure



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/7/2018
FROM: Kathy Todd
AGENDA ITEM
TITLE: Resolution on FY 2019 Setoff Debt Program Participation
MEETING
DATE: 9/18/2018
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The City participates in the State Setoff Debt program. The Municipal Association as our agent in this program is requiring a new agreement to be entered into, that requires a resolution authorizing the City Manager to execute the agreement. A draft copy of the agreement is attached along with the Resolution.

PLACED ON AGENDA FOR: Action

REMARKS:

Request that City Council approve the Resolution to participate in the program and authorize the City Manager to execute the Agreement with the Municipal Association of SC.

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	9/7/2018
Draft Agreement	Backup Material	9/7/2018

RESOLUTION

TO AUTHORIZE THE MUNICIPAL ASSOCIATION OF SOUTH CAROLINA TO ACT AS CLAIMANT AGENT FOR THE CITY OF BEAUFORT FOR THE COLLECTION OF DEBT IN ACCORDANCE WITH THE SETOFF DEBT COLLECTION ACT.

WHEREAS, the Setoff Debt Collection Act (S.C. Code Ann. §12-56-10) allows the South Carolina Department of Revenue to render assistance in the collection of debt owed to political subdivisions of the State; and

WHEREAS, the Municipal Association of South Carolina will act as a claimant agency as provided by S.C. Code Ann. §12-56-10 for political subdivisions in South Carolina; and

WHEREAS, the City of Beaufort desires to participate in the Setoff Debt Collection Program of the Municipal Association;

Now Therefore, Be It Resolved that the City of Beaufort authorizes the City Manager to enter into an agreement with the Municipal Association of South Carolina for the collection of the debt owed the City of Beaufort.

BE IT FURTHER RESOLVED, that the City of Beaufort indemnifies the Municipal Association of South Carolina to the extent permitted by law against any injuries, actions, liabilities or proceedings arising from the performance under the setoff debt provisions.

Resolved by the City of Beaufort City Council the 11th day of September, 2018.

Attest:

City Clerk

AGREEMENT

To Authorize the Municipal Association of South Carolina to Act as Claimant Agency In Accordance With the Setoff Debt Collection Act

State of South Carolina

This agreement made and entered into this _____ day of _____, 20____,
between the Municipal Association of South Carolina and the _____
(the Participant).

Witnesseth: That for the consideration hereinafter set forth, the Association and the Participant agree that:

1. The Association will act as claimant agency in accordance with the Setoff Debt Collection Act (§12-56-10 et seq.).
2. The Participant will send a postage prepaid letter to each debtor at the address provided to the participant when the debt was incurred or to the debtor's last known address to inform the debtor of its intention to have the Association collect the debt owed under the Setoff Debt Collection Act. The debtor will be given thirty (30) days' notice to pay the debt or file a written protest before it is submitted to the Association. The notice to the debtor shall contain all information and be in the form required by S.C. Code Ann §12-56-62, as currently in effect or as it may be subsequently amended.
3. The Participant will establish a procedure for review of a protest in accordance with the S.C. Code Ann. §12-56-65, as currently in effect or as it may be subsequently amended.
4. The Participant will provide the Association, in a form prescribed by the Association, a certified list of claims before a designated date in December of each year.
5. The Association will compile these claims, including applicable costs and fees as charged by the Participant or by the Association, and submit them to the South Carolina Department of Revenue on or before the date required by the South Carolina Department of Revenue.
 - The South Carolina Department of Revenue will retain \$25 for each successful setoff to defray its collection cost. This fee is in addition to the original debt amount and to the extent such a fee is authorized by law.
 - The Association will retain \$25 for each successful setoff to defray its collection cost. This fee is in addition to the original debt amount and to the extent such a fee is authorized by law.
 - The Association will return all monies including any Participant cost, minus the SCDOR and MASC fee to the Participant.
6. The Participant indemnifies the Association to the extent permitted by law against any injuries, actions, liabilities or proceedings arising from performance under the S.C. Setoff Debt Collection Act, S.C. Code §12-56-10, et seq. or otherwise relating to this agreement.

7. This agreement shall remain in full force and effect until terminated by either party upon giving at least ninety (90) days' notice in writing to the other party. Any claims being processed shall remain covered by this agreement until canceled by the South Carolina Department of Revenue. The Participant shall annually certify to the Association that the Participant has complied with all requirements of the Setoff Debt Collection Act, and that the claims submitted to the Association are valid debts not subject to any pending protest or appeal.

MUNICIPAL ASSOCIATION OF SOUTH CAROLINA

By: _____
J. Wayne George
Executive Director

Name of Participant: _____

By: _____

Title

Date: _____



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/7/2018
FROM: William Prokop
AGENDA ITEM TITLE: Approval to allow City Manager to enter into Project Development Agreement with Johnson Controls for Phase II - Courts and Police Building
MEETING DATE: 9/18/2018
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Project Development Agreement	Backup Material	9/7/2018

PROJECT DEVELOPMENT AGREEMENT BETWEEN

City of Beaufort (Customer)
1911 Boundary Street
Beaufort, SC 29902

AND

Johnson Controls, Inc. (JCI)
4415 Sea Ray Drive
Charleston, SC 29405

This **PROJECT DEVELOPMENT AGREEMENT** ("Agreement") is entered into as of the latest date set forth below, by and between **Customer and JCI** (JCI and Customer are referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties seek to enter into an agreement for the installation of additional improvement measures in the form of an additional phase of work or modification to the original Scope of Work, as contained in the original Performance Contracting Agreement between the Parties dated 04/11/2017; and

WHEREAS, Customer's legal counsel has determined that the additional phase of work may be contracted in this manner; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

NOW, THEREFORE, for the mutual promises contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

JCI agrees to undertake a detailed development of the following additional Scope of Work and Customer agrees to enter into an implementation agreement no later than December 15, 2018.

1. **Scope of Work**

It is the Parties' mutual understanding that this Project Development Agreement will provide for the development of certain Facility improvements at the facilities listed below.

A. Courts & Police Building Improvement Measures:

1. Complete Second Floor Upfit per Architectural plan in development.
2. Front door replacement or refurbishment on Courts.
3. Install dual occupancy sensors for lighting and VAV boxes throughout the building.
4. Re-painting of 1st and 2nd floor common areas.
5. Refurbish sign for the police department
6. Refurbish Retaining Wall surrounding sign
7. Security for Courts – Add Duress buttons (maybe existing can be used) that are tied into strobes located on 2nd floor to help provide immediate notification to in-house police.
8. Replace the in-ground metal halide lighting surrounding the building
9. Add generator fuel levels and run times to Metasys

B. City Hall Improvement Measures:

1. Replace or Refurbish Doors located on front and back of building.
2. Painting of 1st and 2nd floor common areas
3. Install dual occupancy sensors for lighting and VAV boxes throughout the building.

4. Convert space where old chillers were located into additional parking (diagonally). Parking is a limiting factor in leasing space in facilities. City would like to maximize the number of parking spots in the parking area. Existing parking can be modified as needed to maximize number of parking spaces available.
5. VA Area Upfit: Add drop ceilings in downstairs area (VA area - 1st floor), install walls separating VA area from new front leasable space
6. Remove battery back up in light fixtures to address on-going "chirping" issue.
7. Fix drain on 1st floor landing for stairwell (North side of building).
8. Irrigation repairs.
9. Install security in City Hall:
 - a. Planning Department – Add Ballistic protection
 - b. City Manager's Office – Add Ballistic protection
 - c. Automated Locking System – Access Control for 2nd floor office areas
 - d. City Council Dais – Add Ballistic Protection
10. Replace the in-ground metal halide lighting surrounding the building
11. Add generator fuel levels and run times to Metasys

C. Fire Station 2 Improvement Measures: Tie in existing HVAC system to Metasys

D. City Street Lighting Measures:

1. Upgrade City owned lights located on Sycamore, Morris and Palmetto
2. Upgrade (6) city owned lights located along Boundary Street

E. Provide a final cost analysis.

F. Calculation of available rebates.

G. Proposed project implementation schedule.

H. Contract Documents outlining Scope of Work.

2. Records and Data

During the development period, Customer will furnish to JCI upon its request, accurate and complete data concerning current costs, budgets, facilities requirements, future projected loads, facility operating requirements, etc. JCI will provide a separate document with the required information and Customer shall make every effort to provide that information within 5 days of request.

3. Preparation of Implementation Agreement

Along with the additional Scope of Work requested under this Agreement, JCI will develop the subsequent Implementation Agreement. The Implementation Agreement shall be a standardized JCI document to facilitate expedient delivery.

4. Price and Payment Terms

Customer agrees to pay to JCI the sum of \$97,992.00 (includes \$51,643 for the associated costs and fees needed to procure PD/Court 2nd Floor Air Handling Unit) within 45 days after the delivery to the Customer of

the documentation described under Paragraph 1 of this Agreement. Cost for the project development will be transferred into the Implementation Agreement and be subject to the payment terms outlined therein.

5. Indemnity

JCI and the Customer agree that JCI shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of JCI. To the extent permitted by law, each of JCI and the Customer agrees to indemnify and to hold the other, including the officers, agents, directors, and employees of the indemnified party, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of the employees of the indemnifying party or any negligent act or omission by the employees or agents of the indemnifying party. Neither JCI nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

6. Disputes

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest State or Federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of this dispute.

7. Confidentiality

This agreement creates a confidential relationship between JCI and Customer. Both parties acknowledge that while performing this Agreement, each will have access to confidential information, including but not limited to systems, services or planned services, suppliers, data, financial information, computer software, processes, methods, knowledge, ideas, marketing promotions, current or planned activities, research, development, and other information relating to the other party ("Proprietary Information"). Except as authorized in writing both parties agree to keep all Proprietary Information confidential. JCI may only make copies of Proprietary Information necessary for performing its services. Upon cessation of services, termination, or expiration of this Agreement, or upon either party's request, whichever is earlier, both parties will return all such information and all documents, data and other materials in their control that contain or relate to such Proprietary Information.

JCI and Customer understand that this is a confidential project and agree to keep and maintain confidentiality regarding its undertaking of this project. JCI shall coordinate its services only through the designated Customer representative and shall provide information regarding this project to only those persons approved by Customer. JCI will be notified in writing of any changes in the designated Customer representative.

8. Timeline

It is the intent and commitment of all parties identified in this Agreement to work diligently, and cause others under their direction to work diligently toward meeting the following timeline:

Project Development Agreement (PDA) Funding Appropriated by City Council	9/11/2018
Project Development Agreement (PDA) Approved by City Council	9/11/2018
JCI commences detailed development	9/12/2018
JCI and Customer conduct Kickoff/Scope Review Meeting	9/17/2018
JCI and Customer agree to M&V plan, schedule and service plan	10/15/2018
Form of Funding established for the Implementation Agreement	10/1/2018
Form of Contract established between JCI & Customer	10/1/2018
JCI and Customer conduct review of financial model (CSM)	10/29/2018
JCI Provides Implementation Agreement with firm scope and costs to Customer	11/19/2018
Customer staff reviews scope / JCI responds to Customer comments	11/19/2018
Implementation Agreement Funding Appropriated by City Council	12/3/2018
City Council Approves Implementation Agreement	12/3/2018
Implementation Agreement Executed by Customer	12/3/2018
Project Implementation Begins	12/10/2018

These timeframes may be modified by subsequent work plans approved by the parties.

9. Other Governmental Units

The parties mutually agree that this Agreement, to form, may be utilized by any other "Governmental Unit" as defined by Section 48-52-670, Paragraph (C), South Carolina Statutes, to enter into their own Project Development Agreement with JCI. Other governmental units electing to utilize this agreement shall negotiate their specific scope, terms, conditions, and additional schedules, directly with JCI in all respects. Customer will in no way be liable for the other governmental unit's agreement.

10. Miscellaneous Provisions

This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between JCI and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between JCI and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.

This document represents the business intent of both parties and should be executed by the parties who would ultimately be signatory to a final agreement.

JOHNSON CONTROLS, INC.

By: Mary-Suzanne Powell
Signature: _____
Title: Area GM Energy Solutions
Date: _____

CITY OF BEAUFORT

By: William A. Prokop
Signature: _____
Title: City Manager
Date: _____



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/7/2018
FROM: William Prokop, City Manager
AGENDA ITEM TITLE: Investment Tax Credit Contract with Hargray Communications for Infrastructure Improvements, \$200,000.00
MEETING DATE: 9/18/2018
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Contract	Backup Material	9/7/2018

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

CONTRACT

WHEREAS, the City of Beaufort, by and through its City Council, hereinafter referred to as “City” and Hargray Communications Group, Inc., hereinafter referred to as “Company,” wish to enter into this Contract.

NOW, THEREFORE, for the sum of Five (\$5.00) Dollars, each to the other paid, sufficient receipt of which is hereby acknowledged, and the other rights, duties and obligations as set out below, the parties agree as follows:

1. That Company is organized and existing under the laws of the State of South Carolina and is subject to the license tax under Section 12-20-100 of the South Carolina Code of Laws. As such, Company is eligible to take advantage of the South Carolina Rural Development Act (Act No. 462) of 1996.
2. That City is a body politic organized as a City under the laws of the State of South Carolina. If required, this contract will be ratified by the City Council at its next regularly scheduled City Council Meeting. The City through its Council specifically authorized its representatives below to execute this contract.
3. That Company, under the South Carolina Rural Development Act of 1996, is allowed to apply for a credit against its tax liability for amount paid in cash to provide infrastructure for a qualifying project as prescribed in Section 12 of the South Carolina Rural Development Act of 1996.
4. That City has requested and Company has agreed to reimburse the City for the cost of infrastructure an amount not to exceed Two Hundred Thousand & 00/100 (\$200,000.00) Dollars, as a part of its license liability to the State of South Carolina, through the Department of Revenue for the calendar year 2018. This contract pertains only to 2018 license fees.

5. That City agrees to use these funds only for infrastructure improvements set out and approved by the South Carolina Rural Development Act of 1996. In particular the parties agree that an amount not to exceed Two Hundred Thousand & 00/100 (\$200,000.00) Dollars, will be used for infrastructure improvements in the Digital Corridor project located in the City of Beaufort.

6. The City agrees that the infrastructure will be substantially completed no later than the end of August, 2019.

7. The City agrees that the contract for the infrastructure if required will be appropriately bid and bonded in accordance with its procurement code.

8. The City shall provide an accounting of the deposit and disbursement of funds subject to the Contract in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

9. The City will allow the Company to review the use of RDA funds during the 2019 and 2020 calendar years.

10. That City agrees to abide by any and all stipulations, conditions, and requirements of the South Carolina Rural Development Act, including but not limited to any and all necessary filings made necessary by the Act with regard to the receipt and expenditure of these funds.

11. *That if, and in the event, that City fails, or otherwise refuses to appropriately use the funds contributed by Company, or other participants, or if the City misuses the funds, the City hereby shall take any and all steps as are necessary to repay those funds immediately to Company, or in the alternative to repay said funds on behalf of the Company, to the Department of Revenue. The City shall be liable for any interest, penalties, or fees associated with the nonuse or misuse of said funds. If the City fails to take action to reimburse the State or the*

Company, the Company, shall have a cause of action against the City for breach of this agreement including cost and attorney's fees.

12. That the parties agree that if requested or required, they will both sign any forms required by the South Carolina Rural Development Act waiving the statute of limitations on the State of South Carolina through the Department of Revenue for attempting to collect the above reference funds, if and in the event they are not appropriately used under the Act and both parties agree to take all steps that would be necessary to cooperate with the Department of Revenue to see that the transfer and use of these funds are appropriately handled and accounted for.

WITNESS our hands and seals this _____ day of _____, 2018 at
Beaufort County, South Carolina.

WITNESSETH:

CITY OF BEAUFORT

BY: _____

its: _____

HARGRAY COMMUNICATIONS
GROUP, INC.

BY: Byron Cantrall

its: Vice President

PROBATE AS TO BEAUFORT COUNTY

THE STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PERSONALLY appeared before me _____ and made oath that he/she saw the within named Beaufort County, by _____, its _____ sign, seal, and its act and deed, deliver the within written Contract, and that he/she with _____ witnessed the execution thereof.

SWORN to before me, this _____ day of _____, 2018.

_____ (SEAL)

NOTARY PUBLIC FOR S.C.

My Commission Expires: _____

PROBATE AS TO HARGRAY COMMUNICATIONS GROUP, INC.

THE STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PERSONALLY appeared before me _____ and made oath that he/she saw the within named Company, by Byron Cantrall, its Vice President sign, seal, and its act and deed, deliver the within written Contract, and that he/she with _____ witnessed the execution thereof.

SWORN to before me, this _____ day of _____, 2016.

_____ (SEAL)

NOTARY PUBLIC FOR S.C.

My Commission Expires: _____



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/8/2018
FROM: William Prokop, City Manager
AGENDA ITEM TITLE: Approval to allow City Manager to enter into Lease Agreement regarding Whitehall Park
MEETING DATE: 9/18/2018
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Lease Agreement	Backup Material	9/14/2018

LEASE AGREEMENT

This Lease Agreement is entered into this _____, day of _____, 2018, by and between Beaufort County ("Lessor") and the City of Beaufort, a South Carolina Municipal Corporation ("Lessee");

WHEREAS, Lessor acquired the Whitehall property ("Property") located in the City of Beaufort, and more fully described on Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book ____ at Page ____; and

WHEREAS, Lessor entered into a long-term Conservation Easement ("Easement") on the Property with the Beaufort County Open Land Trust (BCOLT) on _____; and

WHEREAS, the Lessor and Lessee wish to enter into this Agreement, which is subject to all terms and conditions of the Easement set forth herein, to provide for the management, maintenance, and operation of the Property; and

WHEREAS, restrictions and limitations imposed by the Property's Easement require the Lessor to have a perpetual interest and control over the Property and that the Property be used for passive park and conservation purposes; and

WHEREAS, Lessor and Lessee agree on the definition of passive recreation as recreation requiring little or no physical exertion focusing on the enjoyment of one's natural surroundings, and that the promotion and development of natural resource-based activities such as fishing, hiking, walking, bicycling, nature studies, etc., shall be the predominate measure for passive park utilization. Lessor and Lessee will mutually agree on the conceptual planning, design, location, and implementation of passive park recreational activities and opportunities on the Property.

Lessee agrees to provide the maintenance based on the initial condition of the park and any assets that are agreed to be placed in the park at the time of opening to the public. All other improvements will need to have a funding source provided, that may or may not come from the Lessee and will be based on the planned improvement plan as described in Section 4.

NOW THEREFORE, for and in consideration of the annual payment of One Dollar (\$1.00), the sufficiency of which consideration is hereby acknowledged and approved, LESSOR does hereby lease to LESSEE, the Property, more particularly described in Exhibit A attached hereto, under the terms and conditions set forth below:

1. **TERM:** The initial term of this lease shall be thirty (30) years commencing from the date of execution of this Lease Agreement. Thereafter, this Lease Agreement will automatically renew annually, unless terminated as described in Section 8 or by mutual agreement of the parties.
2. **ASSIGNMENT OR SUB-LEASE:** Lessee shall not assign or sublet the leased premises without the prior written approval of Lessor. This will not prevent Lessee

from renting some or all of the Property for special events as discussed in Section 5.

3. **ACCESSIBILITY:** The Property shall be available and open to the public upon completion of installation of infrastructure as agreed to by the Developer. Thereafter, the park hours of operation shall be from dawn to dusk Monday through Sunday. Exceptions may be approved by the Lessee. There will be no fees for access or for parking and parking shall be limited to park users only during park open hours.
4. **IMPROVEMENTS:** Lessor and Lessee shall participate in the development of a conceptual master plan. The process will include at least one public workshop hosted by the Lessor and the Lessee. Lessor and Lessee shall, thereafter, agree upon an improvement plan for the Property and the necessary funding of said plan. The improvement plan may be phased. The plan may be amended by mutual agreement of the parties. Lessee shall not build, erect or construct any permanent improvement upon the leased premises without the prior written approval of the Lessor. All improvements shall become the property of Lessor upon termination of lease.
5. **USE:** Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, **shall manage and** use the leased premises as a public passive park only, and shall not provide, promote, nor otherwise facilitate any programs or activities, nor allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-passive park purposes (i.e. special events) without the prior written approval of Lessor. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be for park management, maintenance, and operations purposes only (including costs incurred by hosting the event). Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the **entire** leased premises without the prior written approval of Lessor.

Lessor agrees to provide staff arborist services, as per the Natural Resource Planner's due course of duties, on the Property.

BCOLT agrees to provide tree maintenance services on the Property, as per the recommendations of the Beaufort County Natural Resource Planner and in accordance with generally recognized standards of the profession.

6. **UTILITIES:** The cost of all utilities, equipment, maintenance, assessments and fees shall be the sole responsibility of the Lessee.
7. **INSURANCE:** The Lessee shall carry and pay the premium for premises liability insurance in the same amount, and of the same nature and type as if it carries and pays for on all other public parks and recreational facilities which it leases or has an ownership interest in.

8. **DEFAULT:** Failure of Lessee to maintain and use the Property as a public passive park shall constitute default of this Agreement. Upon default has occurred, Lessor shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the City Manager. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Lessor the right to terminate this Agreement, and the Property shall revert to the Lessor.

In the event of termination, Lessor shall have the right to any funds, improvements, or other non-fixtures on or related to the Property which is not otherwise titled to the Lessee.

WITNESS our hands and seals this _____ day of _____, 2018.

SIGNED AND SEALED IN THE
PRESENCE OF:

BEAUFORT COUNTY

1ST Witness

BY: _____
Name: Thomas J. Keaveny II
Title: Interim County Administrator

2nd Witness

THE CITY OF BEAUFORT

1st Witness

BY: _____
Name: _____
Title: _____

2nd Witness

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me the undersigned witness and made oath that s/he saw the within named _____, appearing and acting as the _____ of Beaufort County, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

1st Witness Sign

SWORN to before me this _____
Day of _____, 2018

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me the undersigned witness and made oath that s/he saw the within named _____, appearing and acting as the _____ of the City of Beaufort, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2018

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: