



CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070
CITY COUNCIL REGULAR MEETING AGENDA
September 8, 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. PUBLIC COMMENT

IV. PUBLIC HEARING

A. Spanish Moss Trail Depot Road Extension Project

V. OLD BUSINESS

- A. FY 2020 General Fund Budget Amendment - 2nd Reading
- B. Ordinance amending Part 1, Chapter 9 Article D, Section 1-9031 of the Beaufort Code of Ordinances to remove membership by Santa Elena History Center, and to replace such membership by the representation from Tabernacle Baptist Church - 2nd Reading
- C. Ordinance authorizing the City Manager to enter into the Contract of Sale and Option to Purchase attached hereto and to execute such other documents for the Sale of Property in the Commerce Park - 2nd Reading

VI. NEW BUSINESS

- A. Street closure request from Downtown Merchants Association for First Friday event Friday, November 6, 2020
- B. Annexation and Zoning of Parcels R100 029 000 0482 0000 and R100 029 000 0045 0000 - 2nd Reading
- C. Extension of Emergency Ordinance requiring individuals to wear face coverings in certain circumstances and locations in the Municipal Limits of the City of Beaufort, South Carolina through November 1, 2020

- D. Approval to extend FY 2020 ATAX Grant through FY 2021
- E. Resolution on CDBG Grant Match Commitment regarding Spanish Moss Trail Depot Road Extension Project
- F. Resolution authorizing purchase of Fire Truck on Lease
- G. Approval to allow changes to Magnus Corporation Purchase Agreement for land in Commerce Park
- H. Approval to extend temporary leased spaces for Restaurants until November 1, 2020
- I. Approval to extend free parking in the Downtown Marina lot through November 1, 2020.
- J. Approval to extend waiver of temporary 9am tour for the Horse Carriage companies through November 1, 2020
- K. Appointment to City Boards and Commissions

VII. REPORTS

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

VIII.ADJOURN



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/29/2020
FROM: Kathy Todd
AGENDA ITEM
TITLE: FY 2020 General Fund Budget Amendment - 2nd Reading
MEETING
DATE: 9/8/2020
DEPARTMENT: Finance

BACKGROUND INFORMATION:

In preparation for the FY 2020 year end close, the following budget amendment requires City Council Approval.

PLACED ON AGENDA FOR: Action

REMARKS:

Request that City Council approve the FY 2020 General Fund Budget Amendment, 1st Reading.

ATTACHMENTS:

Description	Type	Upload Date
Support for Budget Amendment	Cover Memo	7/29/2020

1. To record the receipt of funds from the Federal and State Emergency Management Agencies based on the successful appeal related to Hurricane Matthew.

Account	Description	Increase to Revenue Budget
151512-4879	Federal Grant	\$ 393,420
151512-4882	State Grant	122,049

2. To record the purchase of property approved through the release of committed fund balance. through Ordinance O-15-19 - Venture Inc.

Account	Description	Increase to Revenue Budget
15000-5277	Capital - Land	\$ 471,512



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/30/2020
FROM: Rhonda Carey
AGENDA ITEM TITLE: Ordinance amending Part 1, Chapter 9 Article D, Section 1-9031 of the Beaufort Code of Ordinances to remove membership by Santa Elena History Center, and to replace such membership by the representation from Tabernacle Baptist Church - 2nd Reading
MEETING DATE: 9/8/2020
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	7/30/2020

ORDINANCE

To Amend Part 1 Chapter 9 Article D, Section 1-9031 of the Beaufort Code of Ordinances to remove membership by Santa Elena History Center, and to replace such membership by a representative from Tabernacle Baptist Church

WHEREAS, Section 1-9031 of the Code of Ordinances establishes the parameters for the creation and membership of the City of Beaufort Cultural District Advisory Board (CDAB); and,

WHEREAS, the member organizations are required to be geographically located within the City's Cultural District; and,

WHEREAS, one of the seven members is a representative from the Santa Elena History Center; and,

WHEREAS, Santa Elena History Center has recently moved out of the City limits, and is no longer within the City's Cultural District; and,

WHEREAS, as a result of this relocation, the representative from Santa Elena as resigned from the CDAB; and,

WHEREAS, Tabernacle Baptist Church is located within the City Cultural District, and has expressed a willingness to provide a representative to serve on the CDAB; and,

WHEREAS, City Council finds that it is in the best interest of the City to provide for membership on the Cultural District Advisory Board by a representative of Tabernacle Baptist Church, to replace Santa Elena History Center; and,

WHEREAS, it is necessary to amend Section 1-9031 to provide for such change in membership on the CDAB.

THEREFORE, be it ordained by Beaufort City Council, in Council duly assembled, and by authority of the same, that Section 1-9031 of the City Code of Ordinances shall be amended to remove membership on the Cultural District Advisory Board by a representative of Santa Elena History Center, and to replace such membership with a representative of Tabernacle Baptist Church.

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



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/30/2020
FROM: William Propkop, City Manager
AGENDA ITEM TITLE: Ordinance authorizing the City Manager to enter into the Contract of Sale and Option to Purchase attached hereto and to execute such other documents for the Sale of Property in the Commerce Park - 2nd Reading
MEETING DATE: 9/8/2020
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Backup Material	7/30/2020
Agreement	Backup Material	7/31/2020

ORDINANCE

An Ordinance Authorizing the City Manager to Enter Into the Contract of Sale and Option to Purchase Attached Hereto and to Execute Such Other Documents for the Sale of Property in the Commerce Park

WHEREAS, the City of Beaufort is the owner of property commonly referred to as the Beaufort Commerce Park; and,

WHEREAS, it is the stated goal of City Council to offer for sale the Commerce Park property to individuals and businesses that will locate to Beaufort, and will employ Beaufort residents in connection with manufacturing businesses located on the property; and,

WHEREAS, the City has been working with The Beaufort County Economic Development Corporation (BCEDC) to assist in marketing the Commerce Park, and locating prospective businesses who may become purchasers of the property; and,

WHEREAS, The BCEDC has located a business generically referred to as Project Garden, willing to purchase 3 acres of Commerce Park property, with an Option to purchase an additional 3 acres, for the purpose of manufacturing, at the sum of \$15,000 per acre; and,

WHEREAS, The BCEDC is working with the South Carolina Department of Commerce for the funding of this manufacturing business, which will be publicly announced soon, and which will bring manufacturing and related jobs and economic benefit to Beaufort and the surrounding area; and,

WHEREAS, the City, in conjunction with the BCEDC, has negotiated the Contract attached hereto as Exhibit A, which is signed by Walt Reed on behalf of a business LLC currently being formed; and,

WHEREAS, City Council finds that the consummation of this sale is in the best interest of the City, and its citizens and residents; and,

WHEREAS, an Ordinance is required for the sale of City property.

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 the City

Manager shall be authorized and empowered to execute, on behalf of the City, the Contract of Sale in essentially the form attached hereto as Exhibit A, and to further execute such other documents as may be necessary for the sale by the City of the property set forth 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

STATE OF SOUTH CAROLINA)	
)	CONTRACT OF SALE
COUNTY OF BEAUFORT)	AND
)	OPTION TO PURCHASE

THIS AGREEMENT has been duly executed by Seller and Purchaser as of the ____ day of _____, 2020 (the "Effective Date"), by and between City of Beaufort, or assigns, (hereinafter referred to as "Seller"), and (TO BE DETERMINED) (hereafter referred to as "Purchaser").

W I T N E S S E T H:

1. SALE.

In consideration of the mutual covenants and agreements hereinafter set forth, Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, upon the terms and conditions hereinafter set forth, that certain parcel of real property located in the County of Beaufort, State of South Carolina, containing 3.00 acres, and shown as Beaufort County tax map parcel R120-024-0000-0445, Lot 15 in the Beaufort Commerce Park, shown on the survey attached hereto as Exhibit A and made a part hereof, together with all easements, rights-of-way, appurtenances and other rights and benefits belonging to, running with or otherwise related thereto (such real property and appurtenant benefits being referred to herein collectively as the "Property").

2. PURCHASE PRICE. The total purchase price (the "Purchase Price") for the Property shall be Fifteen Thousand (\$15,000) Dollars per acre, or a total purchase price of \$45,000, payable as follows:

(a) The sum of \$1,000.00 shall be paid by Purchaser within three (3) business days after the Effective Date to Escrow Agent (as hereinafter defined) in escrow as Earnest Money and shall be paid to Seller at Closing (as defined in paragraph 7 hereof) by certified check or wire transfer or returned to Purchaser as provided herein. The Earnest Money shall apply to the Purchase Price at Closing.

(b) The remaining portion of the Purchase Price, after any adjustments as provided in this Agreement, shall be paid by certified check or wire transfer at Closing.

3. OPTION to PURCHASE and RIGHT OF FIRST REFUSAL OPTION: As a part of the consideration paid herein, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Purchaser shall have Option to Purchase which must be exercised by the Purchaser by giving written notice of the intention to exercise the Option to Purchase no later than eighteen (18) months ("Option Period") from the Effective Date of this Agreement, to purchase three (3) additional contiguous acres of property located on Lot 13 of the Beaufort Commerce Park, Beaufort County, as approximately shown as the "Option 3 acres" on the survey attached hereto as Exhibit B, and made a part hereof, for the

additional sum of Fifteen Thousand (\$15,000) Dollars per acre. The exact boundaries of said additional 3 acres shall be agreed to in writing between the parties upon the exercise of the option. The parties hereto acknowledge and agree that the Option to Purchase may be exercised at the sole discretion of the Purchaser at any time during the Option Period, and that this Option to Purchase and Right of First Refusal Option may be recorded with the Register of Deeds for Beaufort County, South Carolina. Should the Purchaser, elect not to exercise the Option to Purchase, the Purchaser shall have a Right of First Refusal Option to replace any bona fide offeror, offering to purchase the Option 3 Acres, for the sum of Fifteen Thousand (\$15,000) Dollars per acre. The Seller must provide the Purchaser any written offer to purchase and allow the Purchaser herein a period of thirty (30) days in which to elect to exercise said option to purchase. This Right of First Refusal Option shall apply to any offers after the end of the Purchaser's Option Period and no later than five (5) years from the Effective date of this Agreement. During the Right of First Refusal period the purchaser has the option to proceed with purchasing the Option 3 Acres for a sum of Fifteen thousand (\$15,000) dollars per acre. Purchaser, for itself and any assignee, agrees and stipulates that the Option 3 Acres will be utilized for the stated purpose of manufacturing and/or manufacturing support., and that Purchaser shall apply for permits on the development of the Option 3 Acres within one (1) year of exercise of the Option or Right of First Refusal and break ground within 1 year of receiving all permits.

4. EARNEST MONEY.

(a) The Purchaser shall deposit \$1,000.00 as Earnest Money to be held by Seller's Attorney, Harvey & Battey, P.A., (the "Escrow Agent") in a non-interest- bearing trust account.

5. Upon receipt of a letter from Purchaser indicating that this Agreement has been terminated by Purchaser pursuant to the terms of this Agreement, Escrow Agent shall release the Earnest Money to Purchaser without need for any notice to Seller. Upon Closing, Escrow Agent is authorized to release the Earnest Money to Seller to be applied against the Purchase Price. Except as otherwise expressly provided in this Paragraph 4, Escrow Agent shall make payments and otherwise act only upon written instructions signed by both Purchaser and Seller.

6. REVERSION OPTION OF REPURCHASE and OPTION TO REINSTATE: As part of the consideration herein, Purchaser stipulates and agrees that the development of the Property for its stated purpose of manufacturing shall begin within two (2) years of the Purchaser obtaining final approval of all permits necessary for development of the Property. If Purchaser fails to commence development within this two (2) year period, the City of Beaufort as Seller shall have a Reversion Option to Repurchase to re-purchase the Property for ten thousand (\$10,000.00) dollars per acre, which may be exercised by providing the Purchaser thirty (30) days written notice; however, if the Seller gives notice of its intent exercise the Reversion Option to Repurchase, the Purchaser may elect to exercises an Option to Reinstate for a period of thirty (30) days from the Seller's notice and paying the Seller an additional fifteen thousand (\$15,000.00) dollars per acre. This Reversion Option of Repurchase and Option to Reinstate shall also likewise apply to the Option 3 Acres if the Purchaser has not commenced development of the Option 3 Acres

within the terms stated in section #3

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.** In order to induce Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties to, and covenants and agrees with, Purchaser as follows, each of which shall be true as of, and shall survive, the Closing:
 - (a) **Absence of Undisclosed Liabilities.** Seller has received no notice of, and is not aware of, any liabilities or obligations of any nature whatsoever, whether absolute, accrued, contingent or otherwise that affect the Property. To the best of Seller's knowledge, the Property has never been subjected to, or used for the manufacture, storage, retention, treatment or transportation of toxic or hazardous wastes by Seller or, to the best of Seller's knowledge, any third party.
 - (b) **Litigation.** The Seller is not aware of any actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened before any court, agency, governmental authority or arbitrator related to the Property, which could, if successful, have an adverse effect on the condition, use or value of the Property.
 - (c) **Conduct of Seller.** Between the Effective Date and the Closing, Seller shall not enter into any contract or commitment or engage in any transaction (i) affecting the Property which will survive the Closing or (ii) affecting any representation or warranty in this Agreement, without the prior written consent of the Purchaser in either case.
 - (d) **Materialmen's Liens.** As of the Closing Date, Seller will have fully paid all laborers and materialmen for prior improvements to the Property or the applicable lien period with respect to such work or improvements shall have expired.
8. **TOXIC WASTE.** Seller represents that it has not deposited and shall not deposit any toxic wastes or other hazardous materials on the Property. Seller further represents that it has received no notice from any governmental body or other agency or person indicating that there are now, or have been in the past, any toxic wastes or hazardous materials on the Property, and to the best of Seller's knowledge, there are not now, nor have there been in the past, any toxic wastes or hazardous materials on the Property.
9. **CLOSING MATTERS.**
 - 9.1 **The Closing Date.** Closing shall take place on or before 5:00 PM on _____ (the "Closing Date"), at the respective offices of the parties' legal counsel, at which time possession will be given and at which time Seller will deliver a general warranty deed sufficient under the laws of the State of South Carolina to convey good and marketable and insurable title (both in fact and of record) to the above described Property to the Purchaser, with all recording charges which are based on value pursuant to S.C. Code Ann. 12-24-10 et. seq. paid by Seller (the "Closing").
 - 9.2 **Prorations.** Real estate taxes, utility charges, and all other items of income or expense shall be adjusted and prorated as of the Closing Date. If actual taxes, charges, or other items of

income and expense are unknown at the Closing Date, estimates shall be made at and subsequent proration adjustments shall be made based upon the actual taxes which are paid or received. This provision shall survive Closing. Seller shall pay at Closing any roll back taxes and special assessments applicable to the Property, whether payable in installments or not.

9.3 Closing Costs. Except as specified herein, each party shall pay for its own customary closing costs. Accordingly, Seller shall pay for value-based recording fees or deed stamps, deed preparation, releases of mortgages and Seller's attorney's fees. The Purchaser shall pay for its inspections and its attorney's fees, title examination charges, title insurance, loan costs and surveys.

9.4 Real Property Conveyance. Seller shall deliver to Purchaser at Closing a general warranty deed conveying to Purchaser good and marketable fee simple title to the Property, free and clear of all liens and encumbrances. The deed will convey the Property by reference to the existing recorded subdivision plat shown on Exhibit "A" attached hereto.

9.5 Seller Documents. At or prior to Closing, Seller shall provide to Purchaser the following:

- (a) Seller shall deliver at Closing an affidavit and agreement satisfactory to attorney for Purchaser and to Purchaser's title insurance company evidencing that the Property is free and clear of non-record matters affecting title, including without limit assurances as to absence of mechanics lien claims, and evidencing Seller's responsibility for any such defects.
- (b) Seller shall deliver at Closing a deed, bill of sale, assignment of leases and such other documents as may be necessary to satisfy Seller's obligations pursuant to this Agreement, including but not limited to a Certificate of Tax Compliance from the South Carolina Department of Revenue or a proper affidavit in lieu of such Certificate.
- (c) At Closing Seller shall deliver such documents and take such actions as Purchaser's title insurance company shall customarily and reasonably require of sellers in similar circumstances in order to issue Purchaser's title insurance policies without exception.
- (d) Within seven (7) days after the Effective Date, Seller shall deliver to Purchaser copies of evidences of title not of public record (including but not limited to surveys, title insurance policies and attorney title opinion letters), engineering reports, environmental reports and notices pertaining to the Property, if any, and reasonably available to Seller.
- (e) Seller shall deliver at Closing all other documents and matters as may be required for the full performance by Seller of all its obligations pursuant to this Agreement.

9.6 Purchaser's Documents. At Closing, the Purchaser will deliver to the Seller the following items:

- (a) Purchase Price. The payment required by Paragraphs 2 and 3 hereof.
- (b) Additional Documents. Such additional documents as might be reasonably required in accordance with the express provisions of this Agreement to consummate the sale of the

Property to the Purchaser.

10. **NOTICES.** All notices, demands and requests given or made in connection with this Agreement shall be made in a writing signed by the party serving the same, and hand delivered, sent by facsimile transmission (if number provided) or by email (with a return acknowledgment email from the recipient), or deposited in the registered or certified United States mail, return receipt requested, postage prepaid, and

(a) if intended for Seller shall be addressed to:

William Prokop
City Manager, City of Beaufort
1911 Boundary Street
Beaufort, SC 29902

with a copy to: (Seller's Attorney)

Harvey & Battey, P.A.
Attn.: William Harvey, City Attorney
P.O. Box 1107
Beaufort, SC 29901
Email: bharvey@harveyandbattey.com
Fax: 843-524-6973

and (b) if intended for Purchaser shall be addressed to:

(TO BE DETERMINED)

with a copy to: (Purchaser's Attorney)

The Fraser Law Firm, LLC
Denson H. Fraser, Jr.
P.O. Box 22512
Hilton Head Island, SC 29925

Any such notice sent or delivered according to this Section shall be effective upon actual receipt thereof, including by facsimile transmission or email when the return acknowledgment email is received, or upon deposit in the United States mail.

11. **BROKERS.** Seller and Purchaser agree that neither party has engaged the services of a real estate agent or broker and that no commission is due at the sale of the property. If any commission is due, then that commission will be the sole responsibility of the party responsible for engaging the broker claiming said commission.

12. **EMINENT DOMAIN.** If, prior to the Closing Date, the Property or any portion thereof shall be taken or threatened to be taken by any governmental authority under its power of eminent domain, the Purchaser shall have the option, upon notice given by Purchaser to the Seller not later than fifteen (15) business days following the date when Purchaser receives written notice of such taking:
 - (a) To take title to the Property on the Closing Date, in which event the Seller shall assign its rights in the condemnation award to the Purchaser and the Purchaser shall receive from the Seller credit for any such award which has already been paid before the Closing Date; or
 - (b) To terminate this Agreement, in which event the Earnest Money, shall be refunded to Purchaser, and this Agreement upon such refund shall immediately terminate and be of no further force or effect and neither party have any further remedy against the other except Seller shall pay to Purchaser all costs and expenses incurred by Purchaser during the Inspection Period.
13. **PARTIAL INVALIDITY.** If any term or provision of this Agreement shall to any extent be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such invalid term or provision to other persons or circumstances shall not be affected thereby.
14. **APPLICABLE LAW.** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of South Carolina.
15. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties hereto, and neither Purchaser nor Seller, or any agent representing either, has made any statement, promise or agreement, verbally or otherwise, in addition to or in conflict with the terms of this Agreement. Any representation or agreement made during the negotiations is hereby merged into this Agreement and if not set forth herein, is hereby waived.
16. **CAPTIONS.** The paragraph captions of this Agreement have been inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.
17. **MODIFICATIONS.** This Agreement may be modified only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
18. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** All representations, warranties, covenants and agreements contained in this Agreement, and all documents and agreements incorporated therein and herein, shall be true and correct at and as of the time of the Closing as though such representations, warranties, covenants and agreements were made at and as of such time, and all such representations, warranties, covenants and agreements shall survive the Closing.
19. **ASSIGNMENT.** This Agreement, together with all rights hereunder, may be assigned by

Purchaser in its sole discretion, and upon any such assignment the Purchaser shall be relieved of any liability hereunder.

20. **SUCCESSORS AND ASSIGNS.** This Agreement is binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
21. **WARRANTY OF AUTHORITY.** The individuals actually executing this Agreement personally represent and warrant that they have the necessary power and authority to execute this Agreement on behalf of the party that each represents, and that the signature of each is sufficient to make this Agreement the binding and enforceable obligation of the party represented by such signing individual.
22. **DEFAULT REMEDIES.** If a party shall breach a provision of this Agreement, the non-defaulting party shall have the right to pursue any and all available remedies at either law or equity, including, without limitation, termination of this Agreement and commencement of an action for specific performance and legal damages. In the event of a suit for specific performance or damages in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to all other remedies provided by law.

IN WITNESS WHEREOF, the parties have hereto set their respective hands and seals as of the date and year first written above.

WITNESS:

PURCHASER:

Witness 1

By: _____

Witness 2/ Notary

Date:

State of South Carolina
County of Beaufort

Notary

(Seal)

Printed Name: _____

My Commission Expires: _____

(Remainder of Page left Intentionally Blank)

Seller's Signatures follow

WITNESS:

Witness 1

Witness 2 / Notary

State of South Carolina
County of Beaufort

Notary
Printed Name: _____
My Commissions Expires: _____

SELLER:

City of Beaufort

By: _____

Its: _____

TIN: _____

Date:

(Seal)



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/4/2020
FROM: Linda Roper, Downtown Operations Director
AGENDA ITEM Street closure request from Downtown Merchants Association for First Friday event
TITLE: Friday, November 6, 2020
MEETING
DATE: 9/8/2020
DEPARTMENT: Downtown Operations

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:


Description	Type	Upload Date
Request	Backup Material	9/4/2020



CITY OF BEAUFORT

MEMORANDUM

TO: William Prokop, City Manager
City Council

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

DATE: September 3, 2020

SUBJECT: Request for Street Closure November 6th, 2020 First Friday Event

The Downtown Beaufort Merchants Association, is requesting permission to close a portion of the streets detailed below, from 4:00 PM to 8:30 PM on Friday November 6, 2020, to allow for First Friday entertainment and activities scheduled on Bay street and along both West and Scott streets up to the point of closure.

The details of the closing beginning at 4:00 PM includes:

- Bay Street from Charles to Carteret, West Street and Scott Street from Port Republic to Bay St.

Additionally, the Association is requesting the City Co-sponsor this event by providing at no cost, Police, Fire and Public Works services needed to provide a safe and successful event.



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/30/2020
FROM: Robert Sample for Broad River Place, LLC
AGENDA ITEM Annexation and Zoning of Parcels R100 029 000 0482 0000 and R100 029 000 0045
TITLE: 0000 - 2nd Reading
MEETING
DATE: 9/8/2020
DEPARTMENT: Community and Economic Development

BACKGROUND INFORMATION:

The applicant, Robert Sample, on behalf of the property owner, Elouise Miressi, submitted a petition for annexation and also a request for zoning upon annexation of two parcels located on Broad River Boulevard. The properties can be further identified as R100 029 000 0045 0000 and R100 029 000 0482 0000.

Annexation: The applicant has requested that the parcels R100 029 000 0045 0000 (19+/- acres) and R100 029 000 0482 0000 (1+/- acre) be annexed into the City of Beaufort, SC. The larger parcel is currently addressed 14 FC Carter Drive.

Zoning: Contingent of annexation, the applicant has requested that the parcels be zoned T4-N, which is a mixed-use zone of urban residential units and limited commercial.

Current Zoning [County]: The portion of the parcel identified as R100 029 000 0045 0000, located north of Broad River Blvd. is zoned Neighborhood Mixed-Use (C3NMU), which provides for high-quality, moderate-density (averaging under three dwelling units per acre) residential development, with denser areas of multi-family and mixed-use development to provide walkability and affordable housing options.

The southern portion of R100 029 000 0045 0000 and the parcel identified as R100 029 000 0482 0000 is zoned Regional Center Mixed-Use (C5RCMU), which permits a full range of retail, service, and office uses.

Current Land Use: Residential

Future Land Use: G3– Neighborhood Mixed Use (G-3A) and Corridor Mixed Use (G-3B). G-3 Land generally designates areas suitable for higher-intensity regional-serving development.

PLACED ON AGENDA FOR: Action

REMARKS:

On July 17, 2020, the MPC voted unanimously to recommend approval of the annexation and the rezoning.

The parcels are contiguous to the City's jurisdictional boundary and are within the growth boundary.

Zoning the parcels T4-N is in accordance with the city's comprehensive plan and is also in accordance with transect objectives of the city's zoning ordinance.

ATTACHMENTS:

Description	Type	Upload Date
Attachments	Backup Material	7/30/2020
Annexation Ordinance	Ordinance	7/31/2020
Zoning Designation Ordinance	Ordinance	7/31/2020

TO THE MEMBERS OF
CITY COUNCIL
CITY OF BEAUFORT, SOUTH CAROLINA

PETITION OF ANNEXATION

We, the undersigned freeholders, pursuant to Section 5-3-150(3), 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:

19 ± acres known as 14 FC Carler Drive, Beaufort SC 29906
DMP# R100 129 000 045 0000

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

Name (print)

Address

Signature

Date of Signature

✓ Elaise Miressi

136 Winslow Ave

Somerset, N.J. 08873

Elaise Miressi

5-22-2020



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

chm 5/22

PAID

Application Fee: \$250 + 6/4/20 CK
\$10 for each additional lot
Receipt # 13119

2220-04

OFFICE USE ONLY: Date Filed: 5/22 Application #: 20594 Zoning District: T4-N

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 ☒ No

Applicant, Owner and Property Information

Property Address: 14 FC Carter, Beaufort, SC 29906

Property Identification Number (Tax Map & Parcel Number): R100 029 000 045 0000 R100 029 000 0492

Applicant Name: Robert Sample for Broad River Place LLC

Applicant Address: PO Box 2238

Applicant E-mail: robesample@gmail.com

Applicant Phone Number: 843 476 9439

Property Owner (if other than the Applicant): Elouise Miressi

Property Owner Address: 136 Winslow Ave, Somerset NJ 08873

Have any previous applications been made for a map amendment affecting these same premises? ☐ YES ☒ NO

If yes, give action(s) taken:

Present zone classification: Regional Center Mixed-Use (C5RCMU) (Beaufort Cnty)

Requested zone classification: T4-N

Total area of property: 19+ acres

Existing land use: Residential

Desired land use: Residential

Reasons for requesting rezoning: Improve density and buildability.

Applicant's Signature: [Signature]

Date: 22 May 2020

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

Property Owner's Signature: Elouise Miressi

Date: May 22 2020

TO THE MEMBERS OF
CITY COUNCIL
CITY OF BEAUFORT, SOUTH CAROLINA

PETITION OF ANNEXATION

We, the undersigned freeholders, pursuant to Section 5-3-150(3), 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:

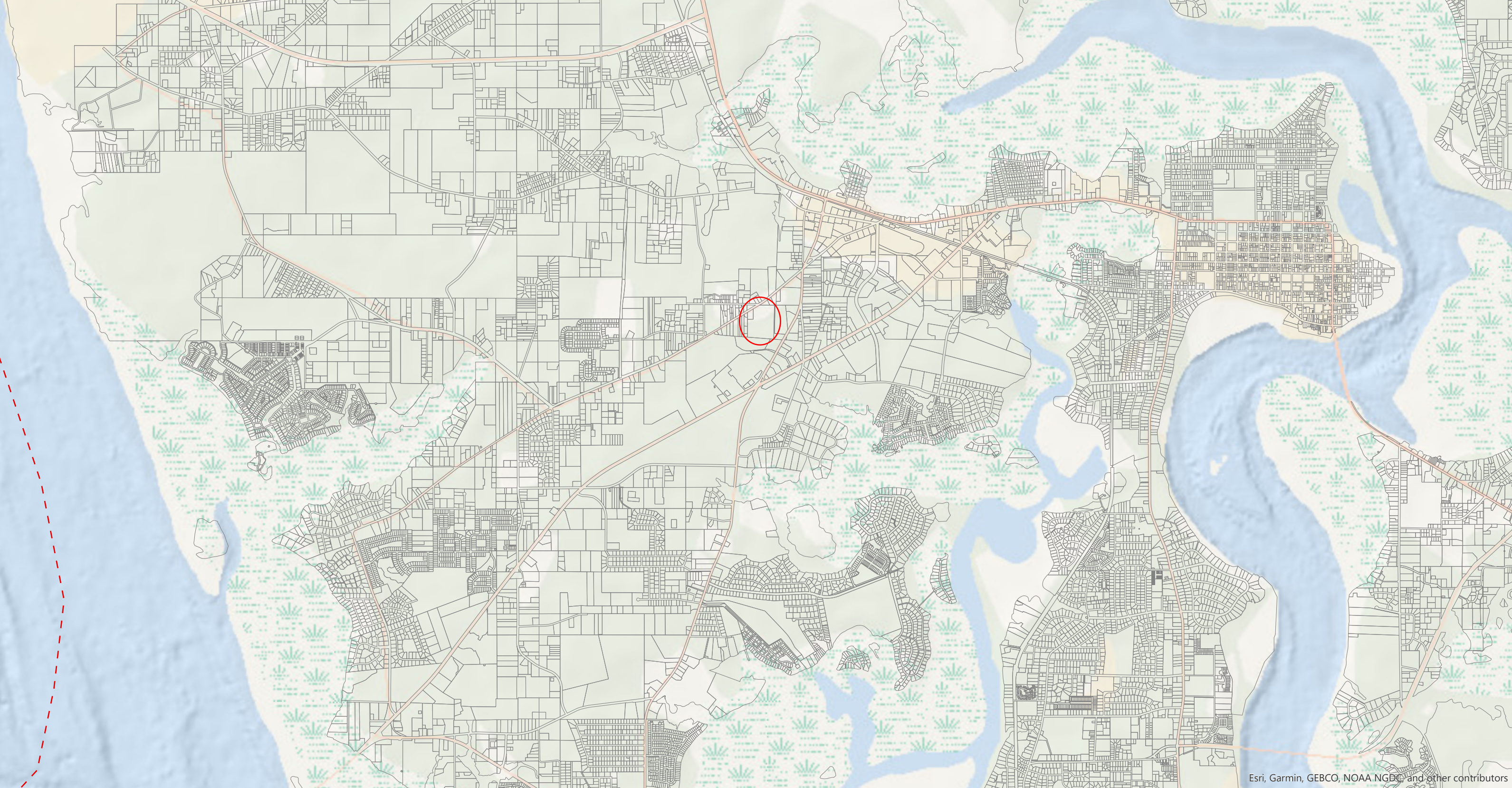
The City of Beaufort shall furnish and render as promptly as practical to said area, its residents and properties, all of privileges, benefits, rights and services now and hereinafter to be accorded the citizens within the corporate limits of the City of Beaufort in every particular under its charter 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:

19 ± acres known as 14 FC Carter Drive, Beaufort SC 29906
DMP# R100 029 000 045 000
R100 029 000 0482 000

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

Name (print)	Address	Signature	Date of Signature
✓ Elaise Miressi	136 Winslow Ave Somerset, N.J. 08873	Elaise Miressi	5-22-2020



THE ISSUE

The *Northern Beaufort County Regional Plan* doesn't consider a compact growth alternative. The proposed residential densities are too low (2-4 units/gross acre) to mitigate sprawling development patterns and have a meaningful impact on encouraging walkable, mixed-use development that is transit-efficient or that will reduce the conversion of open space. The Plan's Future Land Use Map recommends commercial development for the length of the Highway 170 corridor.

THE SOLUTION

The Framework Plans provides a more fine-grained approach to land use policy recommendations. It is based on focusing growth in walkable nodes in areas that are served by infrastructure and away from areas that are environmentally sensitive.

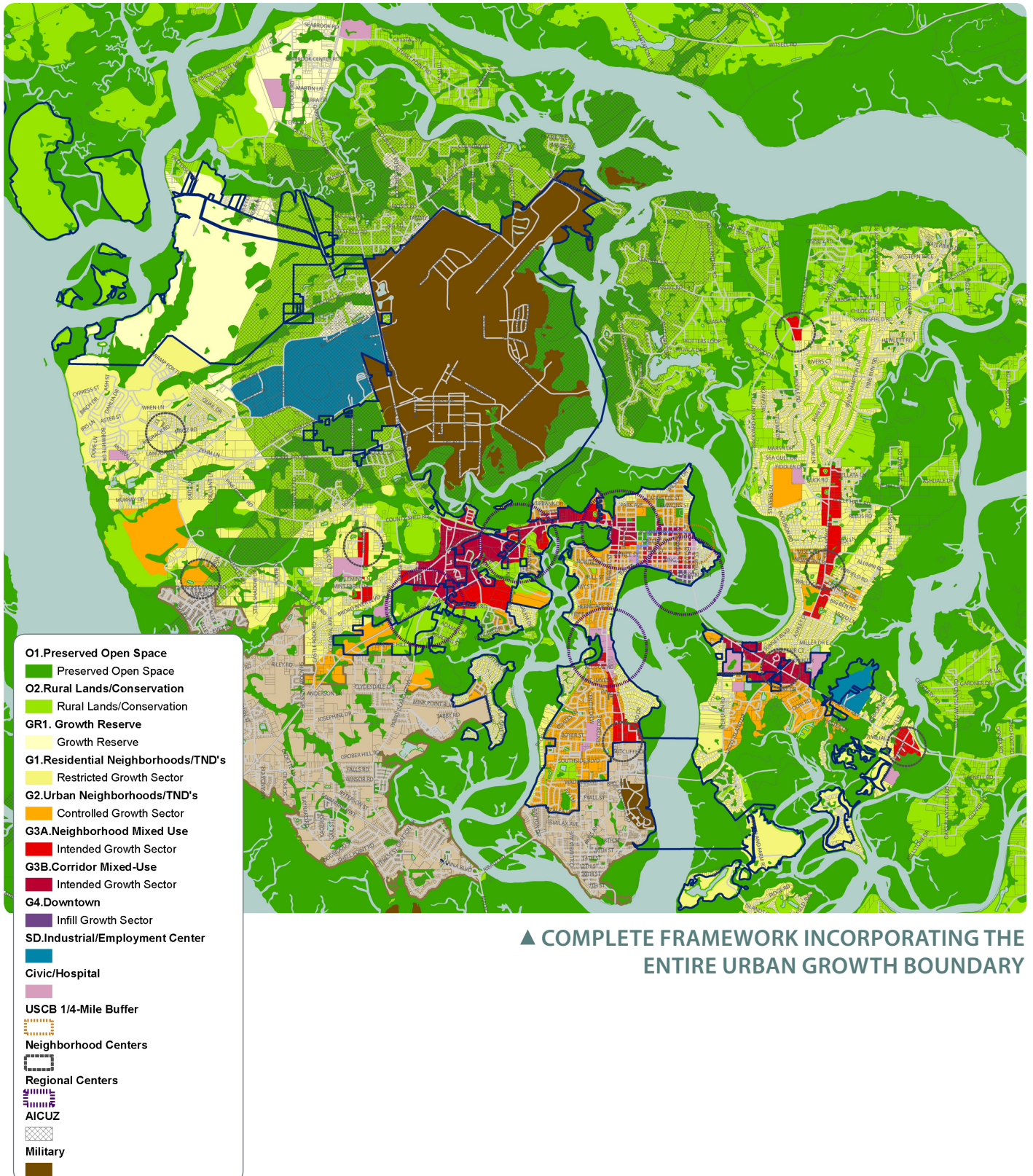
FG 1.0 | THE FRAMEWORK PLAN

The Framework Plan is a macro-level planning tool to properly organize the Beaufort community. While it is coded to the parcel level, it is not intended to replace the zoning map. Rather, as noted in the previous pages, it is an aggregation of a series of zoning categories that combine to form neighborhoods and sectors. Once adopted, the Framework Plan can more easily be adapted to the existing zoning categories in the city's zoning or serve as a basis for a full conversion to a form-based code in the future. The matrix below is a cross referencing tool to help guide individual zoning decisions.

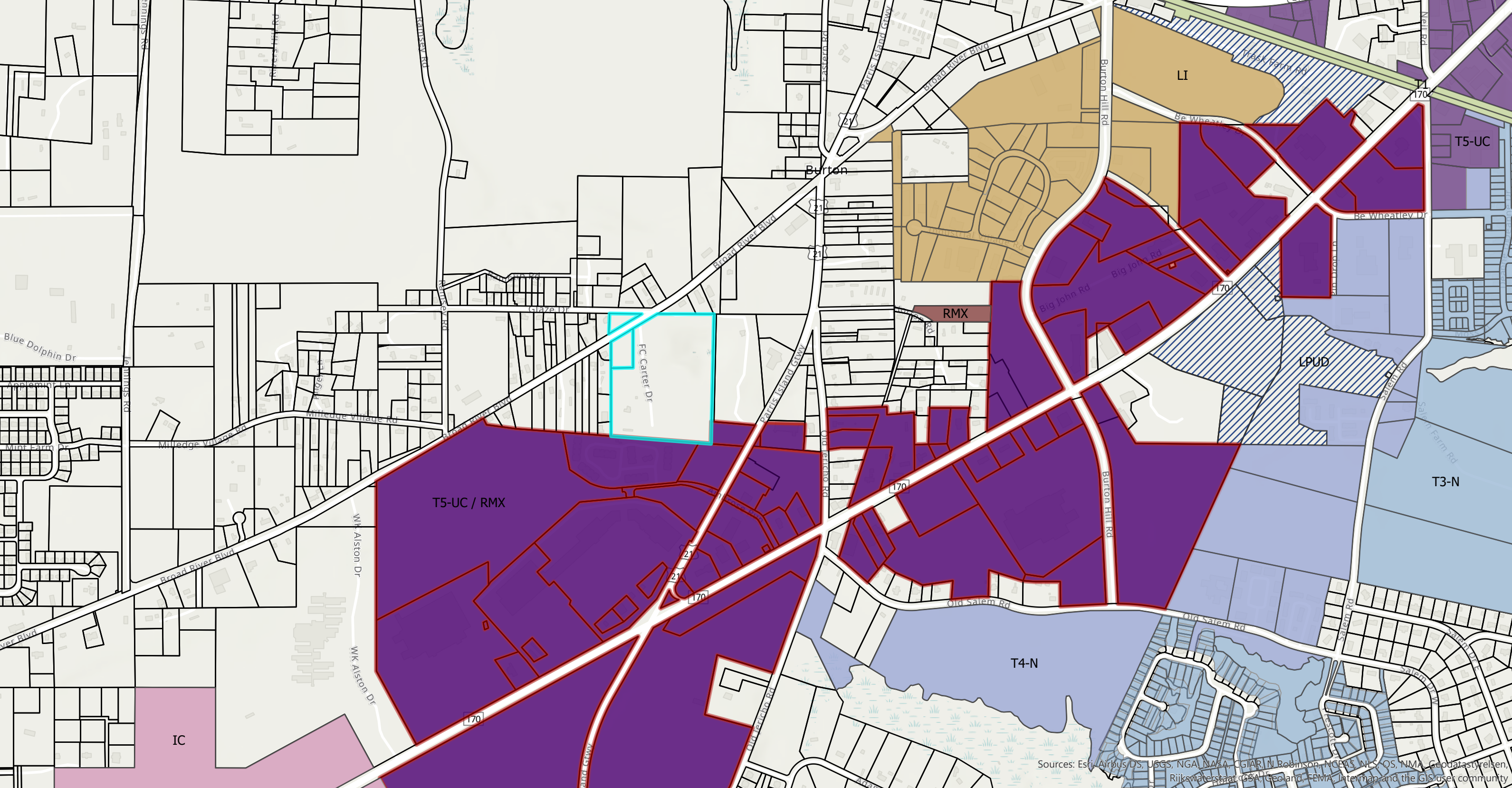
Framework Plan Conversion Matrix

Framework Zone	Transect Zone	Zoning Categories	Notes
O-1	T1, Civic	CP	
O-2	T1, T2	TR, RE	
GR-1	All	All	In 50-100 years this zone could be another town
G-1	T2, T3, T4	R1, R2, TBR, NC, MHP?	This would also include a number of County zoning districts
G-2	T2, T3, T4, T5	R1, R2, R3, R4, GR, TBR, NC, OC, LI, PUD	
G-3A	T2, T3, T4, T5, T6	R4, GR, GC, OC	May also include other higher density residential districts - R2, R3
G-3B	T2, T3, T4, T5, T6	R4, GC, OC, HC	May also include other higher density residential districts - R2, R3
G-4	T4, T5, T6	R4, CC	May also include other higher density residential districts - R2, R3
SD	SD	LI, MHP?	
Civic/Hospital	Civic	MED and all districts that permit civic uses	
Military	SD	MR, MP	

The Framework Plan is a land use policy map intended to provide guidance to Beaufort's leaders as they make decisions on where and how the community should grow. It provides the overall structure for orchestrating appropriate patterns of growth and environmental conservation throughout the community.



▲ COMPLETE FRAMEWORK INCORPORATING THE ENTIRE URBAN GROWTH BOUNDARY



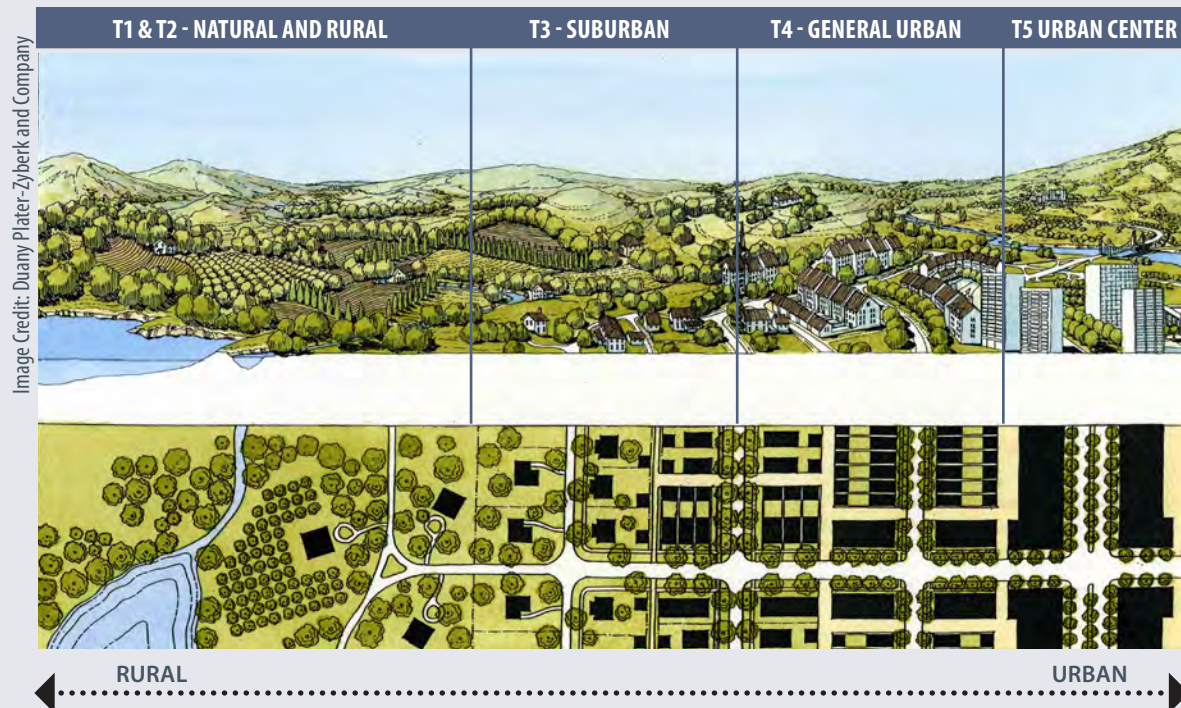
2.3: TRANSECT-BASED AND CONVENTIONAL DISTRICTS

2.3.1 PURPOSE AND INTENT OF THE TRANSECT APPROACH

Most of the zoning districts for the City of Beaufort are ordered and classified according to the “rural-to-urban” Transect (see diagram below). The Transect is a method of classifying the natural and built environments as a continuum of conditions, ranging from natural and rural lands to urban centers. The value of the Transect is that it groups compatible buildings, public spaces, and infrastructure by scale and intensity of use, while still allowing the development of neighborhoods where residents and workers can walk to work, school, and daily errands.

For example, a public space at the edge of the city may be a large regional park with hiking trails, while a public space in the city center may be a more intimate square where markets and events take place. Similarly, a residence near the edge of the city may be on a large lot set back from the street, while a residence in the downtown area may be a condominium in a three- or four-story building.

The Transect approach is implemented in Beaufort through different levels of development intensity that range from the T1-Natural Preserve at the low end to the T5-Downtown Core and Urban Center districts at the high end. These Transect zones are also referred to as “form-based districts” because each has detailed provisions for the mix of uses, building design, density, height, street design, the design of parks and open space, parking, and other aspects that make up the city. The Transect zones that guide Beaufort’s form-based districts are as follows:



Note: This text and imagery are for descriptive and illustrative purposes only.

2.3.2 SUMMARY OF TRANSECT-BASED DISTRICTS

T1—NATURAL PRESERVE DISTRICT (T1)

The T1-Natural Preserve district is intended to preserve areas that contain sensitive habitats, active or passive open spaces and urban parks, cemeteries, and limited agricultural uses. This district typically does not contain buildings, with the exception of small civic buildings, interpretive centers, or supportive recreation facilities. There are no specific development standards listed for this district.



Note: All images are for illustrative purposes only.

T2—RURAL DISTRICT (T2)

The T2-Rural district is made up of lands in an open, cultivated, or sparsely settled state. Planning for future development within the City of Beaufort **does not** include rural areas, and inclusion of the T2-Rural district here is for illustrative purposes only. There are no development standards listed for this district.



T3-SUBURBAN DISTRICT (T3-S)

T3-Suburban district is single-family residential in character, with less development than other Transect-based districts within the city. While almost exclusively residential, civic and park functions are also complementary to the character within this district.



T3-NEIGHBORHOOD DISTRICT (T3-N)

The T3-Neighborhood district is residential in character, and includes a mixture of residential and civic uses. Residential units are an assortment of sizes and types including cottages, small houses, two- and three-family dwellings, village houses, and cottage courts. Carriage houses, located behind single family homes, and on the interior of lots, may contain studios or other small businesses.



T4-HISTORIC NEIGHBORHOOD DISTRICT (T4-HN)

The T4-Historic Neighborhood district is a primarily residential district that encompasses the entire historic district with the exception of a few north-south commercial corridors. It contains houses and residential buildings that are characterized by generous front porches, southern orientation, and historic architectural detailing. A limited number of corner retail buildings historically existed, and continue to exist, in this district.



T4-NEIGHBORHOOD (T4-N)

The T4-Neighborhood district is a mixed-use zone of urban residential units and limited commercial development. A wide range of building types exist in the T4-Neighborhood district, including, but not limited to, apartment buildings, mixed-use buildings, rowhomes, duplexes, corner stores, and both attached and detached single-family housing.

A sub-district of this is the T4-Neighborhood Artisan (T4-NA) district. It incorporates more industrial uses, as well, and is applicable in the Depot Road area where industrial uses abut residential areas.



T5-DOWNTOWN CORE DISTRICT (T5-DC)

The T5-Downtown Core district consists of higher density, mixed-use buildings that accommodate retail, rowhomes, offices, and apartments. A tight network of streets, including those in Beaufort's historic commercial downtown, allows this district to be a highly walkable area. Buildings are set very close to the street in order to define the public realm and allow for visible activity along the streetscape.

**T5-URBAN CORRIDOR DISTRICT (T5-UC)**

The T5-Urban Corridor district consists of higher density, mixed-use buildings that accommodate retail, rowhomes, offices, and apartments located along primary thoroughfares. A tight network of streets allows this district to be a highly walkable area. Buildings are set very close to the street in order to define the public realm and allow for visible activity along the streetscape.



2.3.3 SUMMARY OF CONVENTIONAL DISTRICTS

REGIONAL MIXED-USE (RMX)

The RMX district's intensity accommodates region- and community-serving commercial and business uses, as well as highway-oriented businesses. Development form supports a high-quality commercial character coordinated with a uniform streetscape that enables pedestrian and transit access.



LIGHT INDUSTRIAL DISTRICT (LI)

The LI district permits office, manufacturing, industrial, and warehousing uses, as well as their supporting uses. Moderate to high intensities are permitted to achieve maximum land utilization that will also accommodate small businesses and start-up or incubator businesses. It also allows for larger industrial parks where appropriate.



INSTITUTIONAL & CAMPUS DISTRICT (IC)

The IC district supports generally non-residential institutions and employment areas that are designed in a campus-like setting, such as hospitals, universities, research facilities, and offices. It is intended to ensure that these unique institutions are designed to be compatible with their surroundings and the rest of the city.



MANUFACTURED HOME PARK DISTRICT (MHP)

The MHP district provides a sound and healthy residential environment that is sufficient to meet the needs of inhabitants living in manufactured homes, to protect manufactured home parks from encroachment by incompatible uses, and to encourage the consolidation of manufactured homes into manufactured home parks.



MILITARY RESERVATION DISTRICT (MR)

The MR district is applied to existing military bases and Department of Defense lands, and provides for military facilities and all supporting activities, such as housing, offices, and services that are on base land, even though they would otherwise be considered separate uses. Military property is under jurisdiction of the federal government. Recommendations and standards for this district are not included since these lands are federally owned, and are typically not subject to city regulations.



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

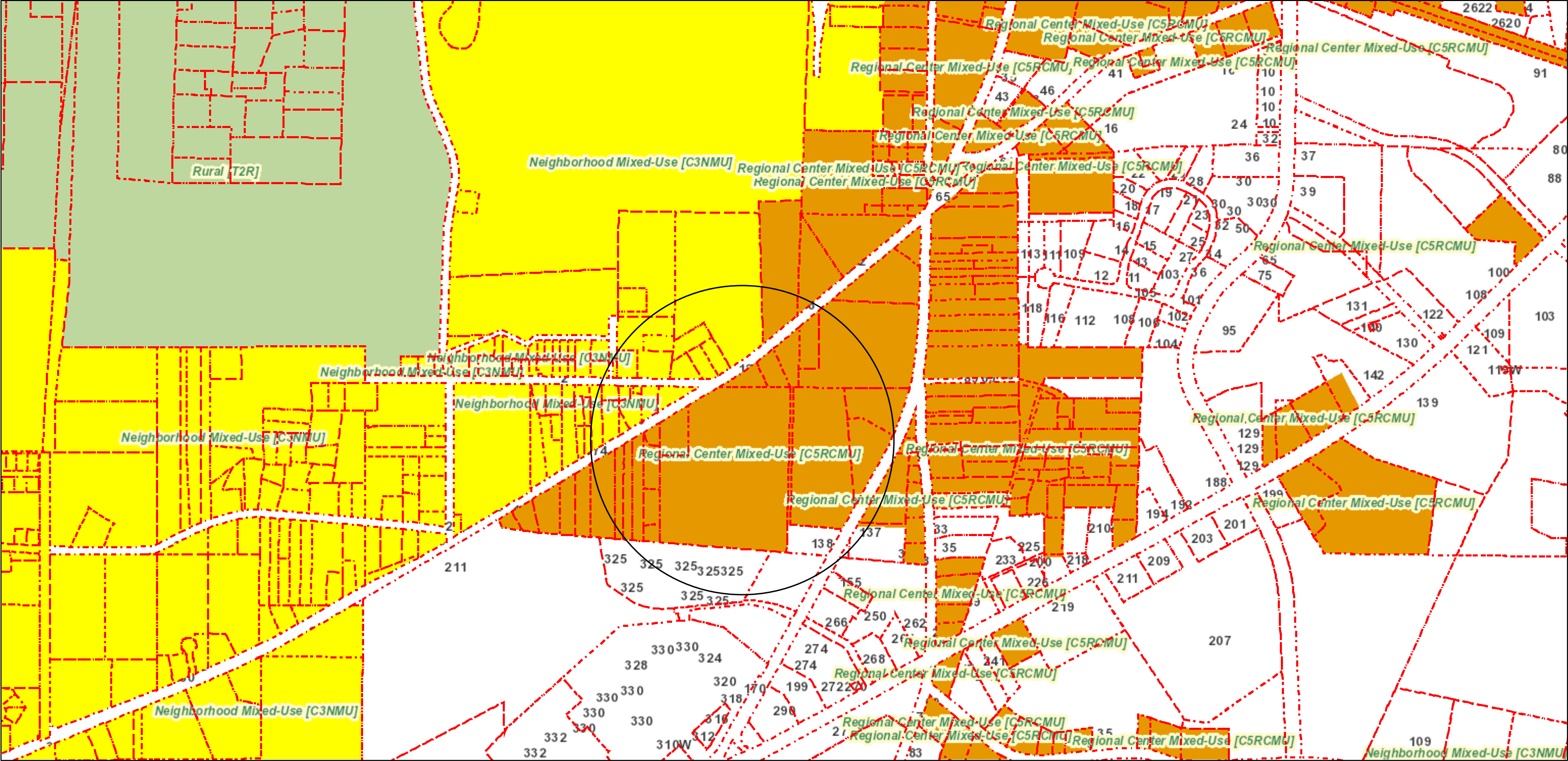
Land uses in transect-based and conventional districts shall be permitted in accordance with the table below. Special provisions related to uses in the AICUZ Overlay District are in Section 2.7.4. The zoning designation of water is the same as the land it is adjacent to.

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	C	C	C	C	C	C	C	C	C	C	—	3.10

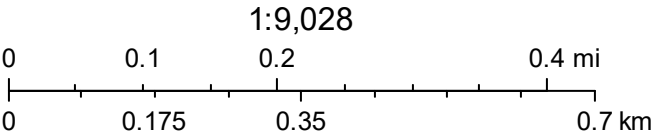
P=Permitted Use C=Conditional Use SE=Special Exception E=in Existing Building/Facility Only RF = Retail Frontage Only A=T4-Neighborhood Artisan subdistrict Only — = Prohibited use

FC Carter 14_County Zoning Map



7/17/2020, 4:56:55 PM

- LiveParcels
- Heritage Corridor Overlay
- Commercial Fishing Village Overlay
- St Helena Cultural Overlay



3.3.30 - Neighborhood Mixed Use (C3) Zone Standards

A. Purpose	
<p>The Neighborhood Mixed Use (C3) Zone provides for high-quality, moderate-density (averaging under three dwelling units per acre) residential development, with denser areas of multi-family and mixed-use development to provide walkability and affordable housing options. The design requirements are intended to provide a suburban character and encourage pedestrian, as well as automobile, access.</p>	
<p>Open spaces shall be provided in sufficient quantity to ensure an open quality with a predominance of green space. Non-residential uses shall be limited to parcels having access to arterial or collector streets or within a Traditional Community Plan. This Zone provides for the lower densities of areas designated Neighborhood Mixed-Use in the Comprehensive Plan. It is intended to support the development of communities with a diverse range of housing types and uses.</p>	
B. Building Placement	
Setback (Distance from ROW/Property Line)	
Front	30' min. ¹
Side:	
Side, Main Building	10' min.
Side, Ancillary Building	10' min.
Rear	50' min.
¹ The minimum front setback for mansion apartments in a Multi-family community on internal streets is 15 feet.	
Lot Size	
Lot Size	10,890 SF min.
Width	70' min.
Minimum Site Area	

Single-Family and Duplex	10,890 SF
Multi-Family	21,780 SF
Note:	
For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.	
C. Building Form	
Building Height	
Single Family and Duplex	2.5 stories max.
Multi-Family	2.5 stories max.
Non-Residential Buildings	2 stories max.
Institutional Buildings	35 feet above grade
Ground Floor Finish Level	No minimum
D. Gross Density ¹ and Floor Area Ratio	
Gross Density	
Single-Family Detached	2.6 d.u./acre
Single-Family Attached/Duplex	2.6 d.u./acre
Multi-Family Unit	12 d.u./acre, Maximum of 80 Dwelling units
Traditional Community Plan	3.5 d.u./acre ²
Floor Area Ratio	
Non-residential buildings	0.18 max.

¹Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

²Subject to the requirements in Division 2.3

E. Parking

Required Spaces: Residential Uses

Single-family detached	3 per unit
------------------------	------------

Single-family attached/duplex	2 per unit
-------------------------------	------------

Multi-family units	1.25 per unit
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Accessory dwelling unit	1 per unit
-------------------------	------------

Community residence	1 per bedroom
---------------------	---------------

Live/work	2 per unit plus 1 per 300 GSF of work area
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Required Spaces: Service or Retail Uses

Retail, offices, services	1 per 300 GSF
---------------------------	---------------

Restaurant, Café, Coffee Shop	1 per 150 GSF
-------------------------------	---------------

Gas station/fuel sales	1 per pump plus requirement for retail
------------------------	--

Lodging: Bed and breakfast	2 spaces plus 1 per guest room
----------------------------	--------------------------------

Lodging: Inn/hotel	1 per room
--------------------	------------

For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).

G. C3 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C3
Agricultural		
Agriculture & Crop Harvesting		P
Agricultural Support Services	2.3	TCP
Seasonal Farmworker Housing	4.1.90	C
Forestry		P
Commercial Stables	4.1.50	C
Residential		
Dwelling: Single-Family Detached Unit		P
Dwelling: Single-Family Attached Unit		P
Dwelling: Two Family Unit (Duplex)		P
Dwelling: Multi-Family Unit	4.1.170	C
Dwelling: Accessory Unit	4.2.30	C
Dwelling: Group Home		P
Dwelling: Family Compound	2.7.40	C
Community Residence (dorms, convents, assisted living, temporary shelters)	2.3	TCP
Home Office	4.2.90	C
Home Business	4.2.80	C

Live/Work	2.3	TCP
Manufactured Home Community	4.1.130	C
Retail & Restaurants		
General Retail 3,500 SF or less	2.3	TCP
Gas Station/Fuel Sales	4.1.100	C
Restaurant, Café, Coffee Shop	2.3	TCP
Offices & Services		
General Offices & Services 3,500 SF or less	4.1.110	C
Animal Services: Clinic/Hospital	2.3	TCP
Day Care: Family Home (up to 8 clients>		P
Day Care: Commercial Center (9 or more clients)	2.3	TCP
Lodging: Bed & Breakfast (5 rooms or less)	2.3	TCP
Lodging: Inn (up to 24 rooms)	2.3	TCP
Medical Service: Clinics/Offices	2.3	TCP
Recreation, Education, Safety, Public Assembly		
Community Oriented Cultural Facility (less than 15,000 SF)	2.3	TCP
Community Public Safety Facility		P
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Park, Playground, Outdoor Recreation Areas		P

Recreation Facility: Golf Course		P
School: Public or Private		P
School: Specialized Training/Studio		P
School: College or University	7.2.130	S
Infrastructure, Transportation, Communications		
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Wireless Communications Facility	4.1.320	S
Key		
P Permitted Use		
C Conditional Use		
S Special Use Permit Required		
TCP Permitted only as part of a Traditional Community Plan under the requirements in Division 2.3		
— Use Not Allowed		
End Notes		
¹ A definition of each listed use type is in Table 3.1.70 Land Use Definitions.		

([Ord. No. 2015/32, § 1, 11-9-15](#); [Ord. No. 2015/33, 11-9-15](#); [Ord. No. 2016/18, 6-27-16](#); [Ord. No. 2017/9, 4-10-17](#))

3.3.40 Community Center Mixed Use (C4) Zone Standards

A. Purpose

The Community Center Mixed Use (C4) Zone provides for a limited number of retail, service, and office

uses intended to serve the surrounding neighborhood.

These are smaller uses and not highway service types of uses. The intensity standards are set to ensure that the uses have the same suburban character as the surrounding suburban residential areas. They are intended to blend with the surrounding areas, not threaten the character of the area. This Zone shall not consist of strip developments but rather neighborhood centers with a sense of place.

B. Building Placement

Setback (Distance from ROW/Property Line)

Front	20' min.
-------	----------

Side:

Side, Main Building	10' min.
---------------------	----------

Side, Ancillary Building	10' min.
--------------------------	----------

Rear	15' min.
------	----------

Lot Size

Lot Size	5,000 SF min.
----------	---------------

Width	50' min.
-------	----------

Minimum Site Area

Single-Family and Duplex	5,000 SF
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Multi-Family	21,780 SF
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Note:

For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.

C. Building Form

Building Height	
Single-Family and Duplex	2.5 stories max.
Multi-Family	3 stories max.
Non-Residential Buildings	2 stories max.
Ground Floor Finish Level	No minimum
D. Gross Density ¹ and Floor Area Ratio	
Gross Density	12 d.u./acre max.
Floor Area Ratio ²	0.23 max.
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F).	
² Requirement applies to non-residential buildings.	
E. Parking	
Required Spaces: Residential Uses	
Single-family detached	3 per unit
Single-family attached/duplex	2 per unit
Multi-family units	1.25 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom
Live/work	2 per unit plus 1 per 300 GSF of work area
Required Spaces: Service or Retail Uses	
Retail, offices, services	1 per 300 GSF

Restaurant, Café, Coffee Shop	1 per 150 GSF
Gas station/fuel sales	1 per pump plus requirement for retail
Lodging: Bed and breakfast	2 spaces plus 1 per guest room
Lodging: Inn/hotel	1 per room
Required Spaces: Industrial Uses	
Light manufacturing, processing and packaging	1 per 500 GSF
For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).	

F. C4 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C4
Agriculture		
Agricultural Support Services		P
Forestry		P
Residential		
Dwelling: Single-Family Detached Unit	2.3	TCP
Dwelling: Single-Family Attached Unit	2.3	TCP
Dwelling: Two Family Unit (Duplex)	2.3	TCP
Dwelling: Multi-Family Unit		P

Dwelling: Accessory Unit	2.3	TCP
Dwelling: Family Compound	2.7.40	C
Dwelling: Group Home	2.3	TCP
Community Residence (dorms, convents, assisted living, temporary shelters)	2.3	TCP
Home Office	4.2.90	C
Home Business	2.3	TCP
Live/Work		P
Retail & Restaurants		
General Retail 50,000 SF or less		P
General Retail with Drive-Through Facilities	4.1.120 4.1.70	C
Bar, Tavern, Nightclub		P
Gas Station/Fuel Sales	4.1.100	C
Restaurant, Café, Coffee Shop		P
Restaurant, Café, Coffee Shop with Drive-Through Facilities	4.1.70	C
Vehicle Sales & Rental: Light	4.1.260	C
Offices & Services		
General Offices & Services 25,000 SF or less		P
General Offices & Services with Drive-Through Facilities	4.1.110 4.1.70	C
Animal Services: Clinic/Hospital		P

Animal Services: Kennel	4.1.40	C
Day Care: Family Home (up to 8 clients)	2.3	TCP
Day Care: Commercial Center (9 or more clients)	4.1.60	C
Lodging: Bed & Breakfast (5 rooms or less)	2.3	TCP
Lodging: Inn (up to 24 rooms)		P
Lodging: Hotel		P
Medical Services: Clinics/Offices		P
Residential Storage Facility	4.1.220	C
Vehicle Services: Minor Maintenance and Repair	4.1.270	C
Vehicle Services: Major Maintenance and Repair	4.1.270	C
Recreation, Education, Safety, Public Assembly		
Community Oriented Cultural Facility (Less than 15,000 SF)		P
Community Oriented Cultural Facility (15,000 SF or greater)		P
Community Public Safety Facility		P
Institutional Care Facility		P
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Park, Playground, Outdoor Recreation Areas		P
Recreation Facility: Commercial Indoor		P
Recreation Facility: Commercial Outdoor	4.1.200	C

Recreation Facility: Community-Based		P
Recreation Facility: Developed Campground	4.1.190	P
School, Public or Private		P
School: Specialized Training/Studio		P
School: College or University	7.2.130	S
Infrastructure, Transportation, Communications		
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Parking Facility, Public or Commercial		P
Transportation Terminal		P
Waste Management: Community Waste Collection & Recycling	4.1.290	C
Wireless Communications Facility	4.1.320	S
Industrial		
Manufacturing, Processing, and Packaging - Light (Less than 15,000 SF)	4.1.140	C
Key		
P Permitted Use		
C Conditional Use		
S Special Use Permit Required		
TCP Permitted only as part of a Traditional Community Plan under the requirements in Division 2.3		
— Use Not Allowed		
End Notes		

¹ A definition of each listed use type is in Table 3.1.70 Land Use Definitions.

([Ord. No. 2019/34, 5-28-19](#))

3.3.50 Regional Center Mixed Use (C5) Zone Standards

A. Purpose

The Regional Center Mixed Use (C5) Zone permits a full range of retail, service, and office uses. The Zone's intensity accommodates regional and community commercial and business activities. Uses include large, commercial activities that serve the entire County and highway-oriented businesses that need to be located on major highways. While this use intends high-quality, commercial character, the setback or build-to-line, landscaping and other design requirements provide a uniform streetscape that makes provision for pedestrian and transit access. The Zone is intended to be more attractive than commercial areas in other counties to maintain the attractive tourist and business environment and have minimal impact on surrounding residential areas.

The Zone is not intended to be a strip along all arterials and collectors. In developing areas, the minimum depth of a parcel along an arterial or collector shall be 600'. The minimum zone size shall be 20 acres. In the older, built-up areas, new uses shall have depths and areas equal to or greater than similar uses in the area. This Zone shall be located in areas designated "regional commercial" in the Comprehensive Plan.

B. Building Placement

Setback (Distance from ROW/Property Line)

Front	25' min.
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Side:	
-------	--

Side, Main Building	15' min.
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Side, Ancillary Building	15' min.
--------------------------	----------

Rear	10' min.
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Lot Size

Lot Size	21,780 SF min.
Width	150' min.
Note:	
For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.	
C. Building Form	
Building Height	
All Buildings	3 stories max.
Ground Floor Finish Level	No minimum
D. Gross Density ¹ and Floor Area Ratio	
Density	15.0 d.u./acre max. ²
Floor Area Ratio ³	0.37 max.
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F).	
² See Section 4.1.350 for Affordable Housing density bonuses.	
³ Requirement applies to non-residential buildings.	
E. Parking	
Required Spaces: Residential Uses	
Single-family detached	3 per unit
Single-family attached/duplex	2 per unit
Multi-family units	1.25 per unit

Accessory dwelling unit	1 per unit
Community residence	1 per bedroom
Live/work	2 per unit plus 1 per 300 GSF of work area
Required Spaces: Services or Retail Uses	
Retail, offices, services	1 per 300 GSF
Restaurant, café, coffee shop	1 per 150 GSF
Drive-through facility	Add 5 stacking spaces per drive-through
Gas station/fuel sales	1 per pump plus requirement for retail
Lodging: Bed and breakfast	2 spaces plus 1 per guest room
Lodging: Inn/hotel	1 per room
Required Spaces: Industrial Uses	
Light manufacturing, processing and packaging	1 per 500 GSF
Warehousing/distribution	1 per 2,000 GSF
For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).	

F. C5 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C5
Agriculture		

Agricultural Support Services		P
Forestry		P
Residential		
Dwelling: Single-Family Detached Unit	2.3	TCP
Dwelling: Single-Family Attached Unit	2.3	TCP
Dwelling: Two Family Unit (Duplex)	2.3	TCP
Dwelling: Multi-Family Unit		P
Dwelling: Accessory Unit	2.3	TCP
Dwelling: Family Compound	2.7.40	C
Dwelling: Group Home	2.3	TCP
Community Residence (dorms, convents, assisted living, temporary shelters)	2.3	TCP
Affordable Housing	4.1.350	C
Home Office	4.2.90	C
Home Business	2.3	TCP
Live/Work		P
Retail & Restaurants		
General Retail		P
General Retail with Drive-Through Facilities	4.1.120 4.1.70	C
Bar, Tavern, Nightclub		P

Gas Station/Fuel Sales	4.1.100	
Open Air Retail		P
Restaurant, Café, Coffee Shop		P
Restaurant, Café, Coffee Shop with Drive-Through Facilities	4.1.70	
Vehicle Sales & Rental: Light	4.1.260	C
Offices & Services		
General Offices & Services		P
General Offices & Services with Drive-Through Facilities	4.1.110 4.1.70	C
Animal Services: Clinic/Hospital		P
Animal Services: Kennel	4.1.40	C
Day Care: Family Home (up to 8 clients)	2.3	TCP
Day Care: Commercial Center (9 or more clients)	4.1.60	C
Lodging: Bed & Breakfast (5 rooms or less)	2.3	TCP
Lodging: Inn (up to 24 rooms)		P
Lodging: Hotel		P
Medical Services: Clinics/Offices		P
Residential Storage Facility	4.1.220	C
Vehicle Services: Minor Maintenance and Repair	4.1.270	C
Vehicle Services: Major Maintenance and Repair	4.1.270	C
Recreation, Education, Safety, Public Assembly		

Community Oriented Cultural Facility (Less than 15,000 SF)		P
Community Oriented Cultural Facility (15,000 SF or greater)		P
Community Public Safety Facility		P
Institutional Care Facility		P
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Park, Playground, Outdoor Recreation Areas		P
Recreation Facility: Commercial Indoor		P
Recreation Facility: Commercial Outdoor	4.1.200	C
Recreation Facility: Developed Campground	4.1.190	P
Recreation Facility: Community-Based		P
School: Specialized Training/Studio		P
School: College or University	7.2.130	S
Infrastructure, Transportation, Communications		
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Parking Facility, Public or Commercial		P
Transportation Terminal		P
Waste Management: Community Waste Collection & Recycling	4.1.290	C
Waste Management: Regional Waste Transfer & Recycling	4.1.300	C
>Wireless Communications Facility	4.1.320	S

Industrial		
Manufacturing, Processing, and Packaging - Light (Less than 15,000 SF)	4.1.140	C
Manufacturing, Processing, and Packaging - Light (15,000 SF or greater)	4.1.140	C
Outdoor Maintenance/Storage Yard	4.1.180	C
Warehousing	4.1.280	C
Wholesaling and Distribution	4.1.280	C
Key		
P Permitted Use		
C Conditional Use		
S Special Use Permit Required		
TCP Permitted only as part of a Traditional Community Plan under the requirements in Division 2.3		
— Use Not Allowed		
End Notes		
¹ A definition of each listed use type is in Table 3.1.70 Land Use Definitions.		

([Ord. No. 2018/26, 6-25-18](#); [Ord. No. 2019/34, 5-28-19](#))

3.3.60 Industrial (S1) Zone Standards

A. Purpose

The Industrial (S1) Zone permits office, manufacturing, industrial, warehousing, and uses that support them. The Zone shall also be designed to permit small businesses and incubator businesses. Moderate to high intensities are permitted to achieve maximum land utilization. Such practices will maximize the

land's use and accommodate small businesses and start-up or incubator businesses.

B. Building Placement

Setback (Distance from ROW/Property Line)

Front	40' min.
-------	----------

Side:

Side, Main Building	20' min.
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Side, Ancillary Building	20' min.
--------------------------	----------

Rear	20' min.
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Lot Size

Lot Size	20,000 SF min.
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Width	100' min.
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Minimum Site Area

Industrial	20,000 SF
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Other Permitted Uses	1 acre
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C. Building Form

Building Height

All Buildings	4 stories max. ¹
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Ground Floor Finish Level	No minimum
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¹ Not to exceed 50 feet above finished grade level

D. Floor Area Ratio

Industrial	0.48 max.
All Other Uses	0.37 max.
E. Parking	
Required Spaces: Service or Retail Uses	
Retail, offices, services	1 per 300 GSF
Restaurant, café, coffee shop	1 per 150 GSF
Drive-through facility	Add 5 stacking spaces per drive-through
Gas station/fuel sales	1 per pump plus requirement for retail
Required Spaces: Industrial Uses	
Light manufacturing, processing and packaging	1 per 500 GSF
Heavy manufacturing, processing and packaging	1 per employee at maximum shift plus 1 per commercial vehicle
Warehousing/distribution	1 per 2,000 GSF
For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).	

E. S1 Allowed Uses

Land Use Type ¹	Specific Use Regulations	S1
Agriculture		
Agricultural Support Services		P

Forestry		P
Residential		
Dwelling: Family Compound	2.7.40	C
Home Office	4.2.90	C
Retail & Restaurants		
General Retail 25,000 SF or less	4.1.120	C
General Retail with Drive-Through Facilities	4.1.120 4.1.70	C
Adult Oriented Business	4.1.20	C
Gas Station/Fuel Sales	4.1.100	C
Restaurant, Café, Coffee Shop	4.1.230	C
Restaurant, Café, Coffee Shop with Drive-Through Facilities	4.1.230 4.1.70	C
Vehicle Sales & Rental: Heavy		P
Offices & Services		
General Offices & Services	4.1.110	C
General Offices & Services with Drive-Through Facilities	4.1.110 4.1.70	C
Body Branding, Piercing, Tattooing	4.1.250	C
Day Care: Commercial Center (9 or more clients>	4.1.60	C
Residential Storage Facility	4.1.220	C
Vehicle Services: Major Maintenance and Repair	4.1.270	C

Recreation, Education, Safety, Public Assembly		
Community Public Safety Facility		P
Detention Facility	7.2.130	S
Park, Playground, Outdoor Recreation Areas		P
School: Specialized Training/Studio		P
Infrastructure, Transportation, Communications		
Airport, Aviation Services	7.2.130	S
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Parking Facility: Public or Commercial		P
Transportation Terminal		P
Waste Management: Community Waste Collection & Recycling	4.1.290	C
Waste Management: Regional Waste Transfer & Recycling	4.1.300	C
Waste Management: Regional Waste Disposal & Resource Recovery	4.1.310	S
Wireless Communications Facility	4.1.320	C
Industrial		
Manufacturing, Processing, and Packaging - Light		P
Manufacturing, Processing, and Packaging - Heavy		P
Mining & Resource Extraction	4.1.160	S
Outdoor Maintenance/Storage Yard		P
Salvage Operations	4.1.240	C

Warehousing	4.1.280	C
Wholesaling and Distribution	4.1.280	C
Key		
P Permitted Use		
C Conditional Use		
S Special Use Permit Required		
— Use Not Allowed		
End Notes		
¹ A definition of each listed use type is in Table 3.1.70 Land Use Definitions.		

3.3.50 - Regional Center Mixed Use (C5) Zone Standards

A. Purpose

The Regional Center Mixed Use (C5) Zone permits a full range of retail, service, and office uses. The Zone's intensity accommodates regional and community commercial and business activities. Uses include large, commercial activities that serve the entire County and highway-oriented businesses that need to be located on major highways. While this use intends high-quality, commercial character, the setback or build-to-line, landscaping and other design requirements provide a uniform streetscape that makes provision for pedestrian and transit access. The Zone is intended to be more attractive than commercial areas in other counties to maintain the attractive tourist and business environment and have minimal impact on surrounding residential areas.

The Zone is not intended to be a strip along all arterials and collectors. In developing areas, the minimum depth of a parcel along an arterial or collector shall be 600'. The minimum zone size shall be 20 acres. In the older, built-up areas, new uses shall have depths and areas equal to or greater than similar uses in the area. This Zone shall be located in areas designated "regional commercial" in the Comprehensive Plan.

B. Building Placement

Setback (Distance from ROW/Property Line)	
Front	25' min.
Side:	
Side, Main Building	15' min.
Side, Ancillary Building	15' min.
Rear	10' min.
Lot Size	
Lot Size	21,780 SF min.
Width	150' min.
Note:	
For development within a Traditional Community Plan meeting the requirements of Division 2.3, setback, minimum lot size and minimum site area requirements of the transect zone established and delineated on the regulating plan shall apply.	
C. Building Form	
Building Height	
All Buildings	3 stories max.
Ground Floor Finish Level	No minimum
D. Gross Density ¹ and Floor Area Ratio	
Density	15.0 d.u./acre max. ²
Floor Area Ratio ³	0.37 max.
¹ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F).	

² See Section 4.1.350 for Affordable Housing density bonuses.

³ Requirement applies to non-residential buildings.

E. Parking

Required Spaces: Residential Uses

Single-family detached	3 per unit
Single-family attached/duplex	2 per unit
Multi-family units	1.25 per unit
Accessory dwelling unit	1 per unit
Community residence	1 per bedroom
Live/work	2 per unit plus 1 per 300 GSF of work area

Required Spaces: Services or Retail Uses

Retail, offices, services	1 per 300 GSF
Restaurant, café, coffee shop	1 per 150 GSF
Drive-through facility	Add 5 stacking spaces per drive-through
Gas station/fuel sales	1 per pump plus requirement for retail
Lodging: Bed and breakfast	2 spaces plus 1 per guest room
Lodging: Inn/hotel	1 per room

Required Spaces: Industrial Uses

Light manufacturing, processing and packaging	1 per 500 GSF
Warehousing/distribution	1 per 2,000 GSF

For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).

F. C5 Allowed Uses

Land Use Type ¹	Specific Use Regulations	C5
Agriculture		
Agricultural Support Services		P
Forestry		P
Residential		
Dwelling: Single-Family Detached Unit	2.3	TCP
Dwelling: Single-Family Attached Unit	2.3	TCP
Dwelling: Two Family Unit (Duplex)	2.3	TCP
Dwelling: Multi-Family Unit		P
Dwelling: Accessory Unit	2.3	TCP
Dwelling: Family Compound	2.7.40	C
Dwelling: Group Home	2.3	TCP
Community Residence (dorms, convents, assisted living, temporary shelters)	2.3	TCP
Affordable Housing	4.1.350	C

Home Office	4.2.90	C
Home Business	2.3	TCP
Live/Work		P
Retail & Restaurants		
General Retail		P
General Retail with Drive-Through Facilities	4.1.120 4.1.70	C
Bar, Tavern, Nightclub		P
Gas Station/Fuel Sales	4.1.100	
Open Air Retail		P
Restaurant, Café, Coffee Shop		P
Restaurant, Café, Coffee Shop with Drive-Through Facilities	4.1.70	
Vehicle Sales & Rental: Light	4.1.260	C
Offices & Services		
General Offices & Services		P
General Offices & Services with Drive-Through Facilities	4.1.110 4.1.70	C
Animal Services: Clinic/Hospital		P
Animal Services: Kennel	4.1.40	C
Day Care: Family Home (up to 8 clients)	2.3	TCP
Day Care: Commercial Center (9 or more clients)	4.1.60	C

Lodging: Bed & Breakfast (5 rooms or less)	2.3	TCP
Lodging: Inn (up to 24 rooms)		P
Lodging: Hotel		P
Medical Services: Clinics/Offices		P
Residential Storage Facility	4.1.220	C
Vehicle Services: Minor Maintenance and Repair	4.1.270	C
Vehicle Services: Major Maintenance and Repair	4.1.270	C
Recreation, Education, Safety, Public Assembly		
Community Oriented Cultural Facility (Less than 15,000 SF)		P
Community Oriented Cultural Facility (15,000 SF or greater)		P
Community Public Safety Facility		P
Institutional Care Facility		P
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	C
Park, Playground, Outdoor Recreation Areas		P
Recreation Facility: Commercial Indoor		P
Recreation Facility: Commercial Outdoor	4.1.200	C
Recreation Facility: Developed Campground	4.1.190	P
Recreation Facility: Community-Based		P
School: Specialized Training/Studio		P

School: College or University	7.2.130	S
Infrastructure, Transportation, Communications		
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Parking Facility, Public or Commercial		P
Transportation Terminal		P
Waste Management: Community Waste Collection & Recycling	4.1.290	C
Waste Management: Regional Waste Transfer & Recycling	4.1.300	C
>Wireless Communications Facility	4.1.320	S
Industrial		
Manufacturing, Processing, and Packaging - Light (Less than 15,000 SF)	4.1.140	C
Manufacturing, Processing, and Packaging - Light (15,000 SF or greater)	4.1.140	C
Outdoor Maintenance/Storage Yard	4.1.180	C
Warehousing	4.1.280	C
Wholesaling and Distribution	4.1.280	C
Key		
P Permitted Use		
C Conditional Use		
S Special Use Permit Required		
TCP Permitted only as part of a Traditional Community Plan under the requirements in Division 2.3		
— Use Not Allowed		

End Notes

¹ A definition of each listed use type is in Table 3.1.70 Land Use Definitions.

([Ord. No. 2018/26, 6-25-18](#); [Ord. No. 2019/34, 5-28-19](#))

3.3.60 Industrial (S1) Zone Standards

A. Purpose

The Industrial (S1) Zone permits office, manufacturing, industrial, warehousing, and uses that support them. The Zone shall also be designed to permit small businesses and incubator businesses. Moderate to high intensities are permitted to achieve maximum land utilization. Such practices will maximize the land's use and accommodate small businesses and start-up or incubator businesses.

B. Building Placement

Setback (Distance from ROW/Property Line)

Front	40' min.
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Side:

Side, Main Building	20' min.
---------------------	----------

Side, Ancillary Building	20' min.
--------------------------	----------

Rear	20' min.
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Lot Size

Lot Size	20,000 SF min.
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Width	100' min.
-------	-----------

Minimum Site Area

Industrial	20,000 SF
Other Permitted Uses	1 acre
C. Building Form	
Building Height	
All Buildings	4 stories max. ¹
Ground Floor Finish Level	No minimum
¹ Not to exceed 50 feet above finished grade level	
D. Floor Area Ratio	
Industrial	0.48 max.
All Other Uses	0.37 max.
E. Parking	
Required Spaces: Service or Retail Uses	
Retail, offices, services	1 per 300 GSF
Restaurant, café, coffee shop	1 per 150 GSF
Drive-through facility	Add 5 stacking spaces per drive-through
Gas station/fuel sales	1 per pump plus requirement for retail
Required Spaces: Industrial Uses	
Light manufacturing, processing and packaging	1 per 500 GSF
Heavy manufacturing, processing and packaging	1 per employee at maximum shift plus 1 per commercial vehicle
Warehousing/distribution	1 per 2,000 GSF

For parking requirements for all other allowed uses see Table 5.5.40.B (Parking Space Requirements).

E. S1 Allowed Uses

Land Use Type ¹	Specific Use Regulations	S1
Agriculture		
Agricultural Support Services		P
Forestry		P
Residential		
Dwelling: Family Compound	2.7.40	C
Home Office	4.2.90	C
Retail & Restaurants		
General Retail 25,000 SF or less	4.1.120	C
General Retail with Drive-Through Facilities	4.1.120 4.1.70	C
Adult Oriented Business	4.1.20	C
Gas Station/Fuel Sales	4.1.100	C
Restaurant, Café, Coffee Shop	4.1.230	C
Restaurant, Café, Coffee Shop with Drive-Through Facilities	4.1.230 4.1.70	C

Vehicle Sales & Rental: Heavy		P
Offices & Services		
General Offices & Services	4.1.110	C
General Offices & Services with Drive-Through Facilities	4.1.110 4.1.70	C
Body Branding, Piercing, Tattooing	4.1.250	C
Day Care: Commercial Center (9 or more clients>	4.1.60	C
Residential Storage Facility	4.1.220	C
Vehicle Services: Major Maintenance and Repair	4.1.270	C
Recreation, Education, Safety, Public Assembly		
Community Public Safety Facility		P
Detention Facility	7.2.130	S
Park, Playground, Outdoor Recreation Areas		P
School: Specialized Training/Studio		P
Infrastructure, Transportation, Communications		
Airport, Aviation Services	7.2.130	S
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Parking Facility: Public or Commercial		P
Transportation Terminal		P
Waste Management: Community Waste Collection & Recycling	4.1.290	C
Waste Management: Regional Waste Transfer & Recycling	4.1.300	C

Waste Management: Regional Waste Disposal & Resource Recovery	4.1.310	S
Wireless Communications Facility	4.1.320	C
Industrial		
Manufacturing, Processing, and Packaging - Light		P
Manufacturing, Processing, and Packaging - Heavy		P
Mining & Resource Extraction	4.1.160	S
Outdoor Maintenance/Storage Yard		P
Salvage Operations	4.1.240	C
Warehousing	4.1.280	C
Wholesaling and Distribution	4.1.280	C
Key		
P Permitted Use		
C Conditional Use		
S Special Use Permit Required		
— Use Not Allowed		
End Notes		
¹ A definition of each listed use type is in Table 3.1.70 Land Use Definitions.		

ORDINANCE

ANNEXING PARCELS R100 029 000 0045 0000 AND R100 029 000 0482 0000 INTO THE CORPORATE LIMITS OF THE CITY OF BEAUFORT, SOUTH CAROLINA

WHEREAS, an annexation petition for parcels R100 029 000 0045 0000 and R100 029 000 0482 0000 located in Beaufort County have been presented to the City Council; and

WHEREAS, the property is within the Northern Regional Plan growth boundary; and

WHEREAS, the property is contiguous to the boundaries of the City of Beaufort, South Carolina; and

WHEREAS, the petition sets forth that this proposed annexation is requested pursuant to § 5-03-150 of the *Code of Laws of South Carolina, 1976*, as amended and contains the signatures of all freeholders of the property to be annexed; and

WHEREAS, the Metropolitan Planning Commission, on July 17, 2020, recommended approval of the annexation; and

WHEREAS, the petition contains a description of the parcel of land to be annexed.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, that the described area is annexed into the City of Beaufort, South Carolina:

The petitioning area to be annexed includes all that certain piece, parcels, or tracts of land, together with improvements thereon, situate, lying, and being in Beaufort County, South Carolina, as follows:

- Approximately 20 acres shown in Attachment A.

This ordinance shall become effective immediately upon adoption.

(SEAL)

Attest:

BILLY KEYSERLING, MAYOR

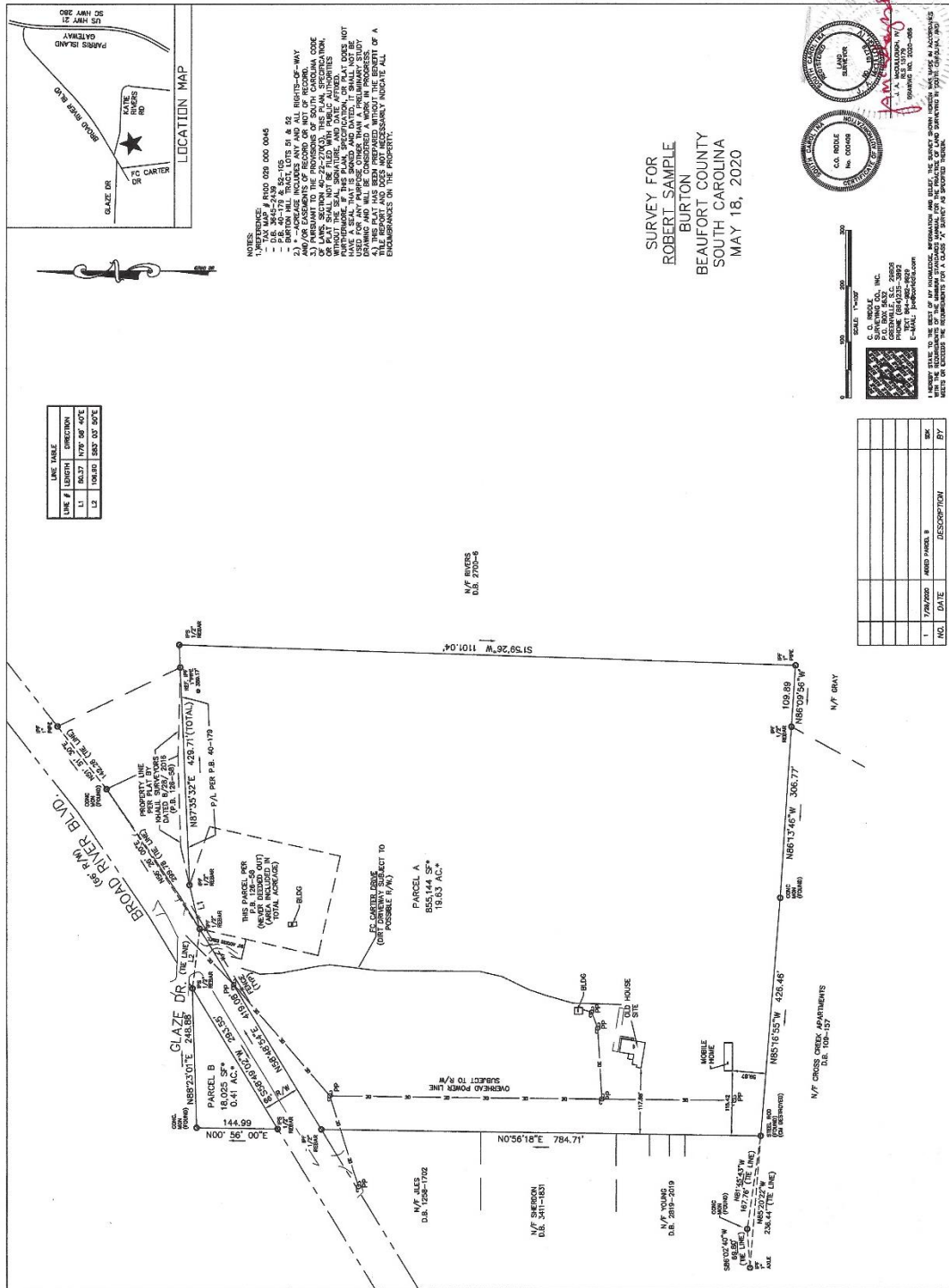
IVETTE BURGESS, CITY CLERK

1st Reading

2nd Reading & Adoption

Reviewed by:

WILLIAM B. HARVEY, III, CITY ATTORNEY



ORDINANCE

AMENDING THE CITY OF BEAUFORT'S ZONING MAP TO INCLUDE
PARCELS R100 029 000 0045 0000 AND R100 029 000 0482 0000 TO BE ZONED AS T4-N

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

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

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

WHEREAS, an annexation petition for parcels R100 029 000 0045 0000 and R100 029 000 0482 0000 located in Beaufort County has been presented to the City Council; and

WHEREAS, the zoning map amendment is compatible and in accordance with the vision and goals of the City of Beaufort; and

WHEREAS, this vision and these goals were established through a democratic process and with public input and public participation; and

WHEREAS, these goals were recorded in the form of a comprehensive plan for all to see and reference; and

WHEREAS, the comprehensive plan was created through the leadership of the planning commission, responsible for determining a specific plan for the future of the city; and

WHEREAS, the city council of the City of Beaufort adopted the comprehensive plan (and Civic Master Plan) by ordinance; and

WHEREAS, the change of zoning to T4-N is consistent and compatible with adjacent zoning; and

WHEREAS, any future development of the property will be able to take advantage of existing infrastructure; and

WHEREAS, the Metropolitan Planning Commission, on July 17, 2020, recommended approval of the zoning designation of T4-N; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding the proposed change to the ordinance on August 4, 2020, with notice of the hearing published in *The Beaufort*

Gazette on June 19, 2020;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaufort, South Carolina, duly assembled and by authority of same, pursuant to the power vested in the Council by Section 6-29-760, *Code of Laws of South Carolina, 1976*, that the zoning map of the City of Beaufort be amended by establishing the zoning designation of T4-N on the annexed parcels of R100 029 000 0045 0000 and R100 029 000 0482 0000.

(SEAL)

Attest:

BILLY KEYSERLING, MAYOR

IVETTE BURGESS, CITY CLERK

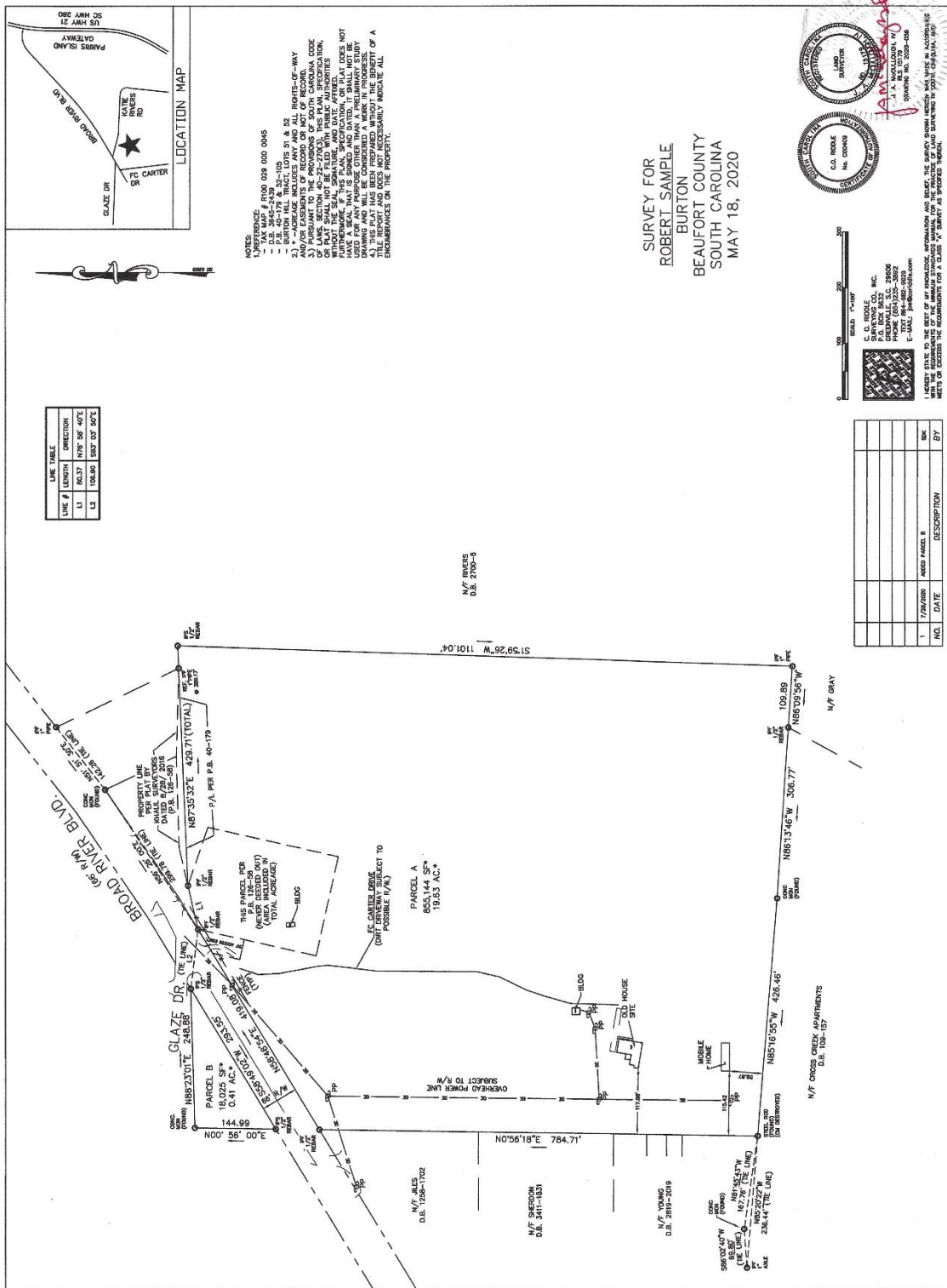
1st Reading

2nd Reading & Adoption

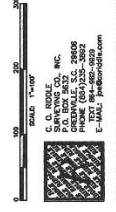
Reviewed by:

WILLIAM B. HARVEY, III, CITY ATTORNEY

Attachment "A"



SURVEY FOR
ROBERT SAMPLE
BURTON
BEAUFORT COUNTY
SOUTH CAROLINA
MAY 18, 2020



NO.	DATE	AMEND	DESCRIPTION
1	7/26/2020	AMEND	PARCEL B
2			
3			
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10			

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF C.O. RIDDLE, SURVEYOR. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THESE PLANS OR SPECIFICATIONS WITHOUT THE WRITTEN PERMISSION OF C.O. RIDDLE, SURVEYOR, IS PROHIBITED. ANY VIOLATION OF THIS NOTICE SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ETHICS OF THE SURVEYING PROFESSION AND MAY BE SUBJECT TO DISCIPLINARY ACTION BY THE BOARD OF SURVEYING AND MAPPING. ANY QUESTIONS OR COMMENTS SHOULD BE DIRECTED TO C.O. RIDDLE, SURVEYOR, AT 864-482-0000.

EMERGENCY ORDINANCE 2020-_____

AN EMERGENCY ORDINANCE TO REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN CERTAIN CIRCUMSTANCES AND LOCATIONS IN THE MUNICIPAL LIMITS OF THE CITY OF BEAUFORT, SOUTH CAROLINA, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, it is well recognized the SARS-CoV-2, the virus that causes the disease COVID-19, presents a public health concern that requires extraordinary protective measures and vigilance; and,

WHEREAS, on March 13, 2020, the Governor of the State of South Carolina Henry McMaster declared a State of Emergency for the State of South Carolina; and,

WHEREAS, on March 13, 2020, Beaufort Mayor Billy Keyserling , under his authority , declared that a State of Emergency exists throughout the City as a result of impacts arising from the COVID-19 pandemic; and,

WHEREAS, reported COVID-19 daily cases are on the rise in both Beaufort County and the State of South Carolina; and

WHEREAS, on June 30, 2020 the State of Emergency still exists in State of South Carolina and the City of Beaufort; the Centers for Disease Control and Prevention (“CDC”) and South Carolina Department of Health and Environmental Control (“SCDHEC”) have advised the use of cloth or other types face coverings to slow the spread of COVID-19; and

WHEREAS, the CDC and SCDHEC recommend taking measures to control the spread of COVID-19 such as wearing cloth or other types of face coverings, both of which limit the spread of COVID-19 in our communities and reduce the demand on the local the health care delivery system; and

WHEREAS, there are currently large numbers of people who patronize grocery stores, pharmacies, restaurants, retail establishments and other businesses open to the public within the municipal limits of the City; and

WHEREAS, public reporting and other sources reveal that the advice from the Centers for Disease Control and SCDHEC encouraging the wearing of cloth or other types of face coverings is not being widely followed within the municipal limits of the City; and

WHEREAS, in order to protect, preserve, and promote the general health, safety, welfare, and the peace and order of the community, the City has and will continue to take steps to try and protect the citizens, employers, and employees within the City from an increased risk of exposure to and transmission of COVID-19 ; and,

WHEREAS, the City has received a strong message from the medical community, that unless citizens curb the rising spread of COVID-19 through wearing facemasks and following social distancing protocol, established by the CDC, community medical facilities could be faced with more patients than any one institution can accommodate, and,

WHEREAS, the City Council finds it is necessary and in the best interest of the City and its citizens that an Emergency Ordinance requiring the wearing of cloth or other types of face

coverings in certain circumstances be adopted by the City Council, and that it be put into immediate effect; and

WHEREAS, City Council may, by majority vote of those members present, adopt emergency ordinances as are authorized and limited by S. C. Code Ann. §5-7-250(d)(Supp. 2019), during this State of Emergency.

NOW, THEREFORE, BE IT ORDERED, AND ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BEAUFORT, SOUTH CAROLINA, DULY ASSEMBLED AND BY THE AUTHORITY OF THE SAME, AS FOLLOWS:

1. For the purpose of this Ordinance, a “Face Covering” is a cloth or other type of masking device that covers the wearer’s nose and mouth.
2. All persons entering any building open to the public in the City must wear a face covering while inside the building.
3. All restaurants, retail establishments of every description, salons, grocery stores, and pharmacies in the municipal limits of the City shall require their employees to wear a Face Covering at all times that the employees are in any area where the general public is allowed or when the employees must be in close proximity to one another. This requirement also applies to all persons providing or utilizing public or commercial transportation, including tours; and all businesses or employees while interacting with people in outdoor spaces, including, but not limited to, curbside pickup, delivery, and service calls.
4. The following individuals are exempt from this Ordinance: any person who is unable to safely wear a Face Covering due to age or an underlying health condition, or who is unable to remove the Face Covering without the assistance of others; and any person traveling in a personal vehicle, or when a person is alone or is in the presence of only household members in an enclosed space, and people who are actively drinking or eating. This Ordinance does not relieve business establishments and restaurants from other social distancing requirements imposed by the Governor’s Executive Orders.
5. Education and voluntary compliance are the desired means of enforcement. However, any person who, after being first duly warned, is found to have violated any mandatory provision of this Ordinance shall be deemed guilty of a civil infraction, and shall be subject to a Civil Summons punishable by a fine of fifty dollars (\$50.00). Police officials, or a City representative appointed by the City Manager, shall be authorized to issue such a Summons for violations personally witnessed.
6. Repeated violations of this Ordinance at any business or establishment that is subject to this Ordinance is hereby declared a nuisance, and the City may seek a restraining order, preliminary injunction, permanent injunction or any other means authorized under the Laws of the State of South Carolina to abate the nuisance. The City may also seek suspension or revocation of the business license issued by the City to any business or establishment where repeated violations of the Ordinance occur, under the authority of the City Code of Ordinances.

- 7, With the exception of their own employees, owners or lease holders of buildings open to the public shall not have responsibility for enforcing the above requirements, but shall post conspicuous signage at all entrances informing its patrons of the requirements of this Ordinance.
8. Should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Ordinance as hereby adopted shall remain in full force and effect.
9. This Ordinance becomes effective 11:59 PM June 30, 2020, upon adoption by City of Beaufort Council, and will be extended through November 1, 2020 or expire upon the thirty first day following adoption or the end of the State of Emergency in the City of Beaufort, whichever occurs first.

**MOVED, APPROVED, AND ADOPTED AS AN EMERGENCY ORDINANCE
THIS _____ DAY OF JUNE 2020.**

Billy Keyserling, Mayor

ATTEST:

By: _____
Ivette Burgess, City Clerk

APPROVED AS TO FORM:

William B Harvey, City Attorney



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/1/2020
FROM: Kathy Todd
AGENDA ITEM
TITLE: Approval to extend FY 2020 ATAX Grant through FY 2021
MEETING
DATE: 9/8/2020
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The FY 2020 ATAX grant award process was approved by City Council on October 8, 2019. According to the Grant guidelines, the funds are required to expended by October 7, 2020. Several grantee's were unable to fulfill their ability to fulfill their obligations because of the impact from COVID 19. The four (4) non-profits impacted are as follows:

Beaufort Area Hospitality Association for a total grant award of \$4,935 toward the Oyster Fest.

Penn Center for a total grant award of \$2,500 toward Heritage Days.

Port Royal Sound Foundation for a total grant of \$2,500 toward the history timeline of Port Royal Sound.

Friends of Spanish Moss Trail for a total grant of \$1,000 toward the Downtown Connector, Phase 2

The Tourism Development Advisory Committee has requested that these funds, totaling \$10,935 be extended until September 2021 for these four grantees to give them additional time to fulfill their grant obligation. This extension would not impact their ability to apply for FY 2021 ATAX grant funds.

PLACED ON AGENDA FOR: Action

REMARKS:

Request that City Council approve the extension until September 30, 2021 for the four grantees noted, allowing them to complete their obligation under the FY 2020 grant process and request reimbursement through that extension date, provided that the funds are expended in the same manner in which the grant was awarded.

ATTACHMENTS:

Description	Type	Upload Date
Request from TDAC	Cover Memo	9/1/2020

Kathy Todd

From: Vimal Desai <vimal@hmvhotels.com>
Sent: Tuesday, September 1, 2020 11:51 AM
To: Kathy Todd
Cc: Jay Phillips
Subject: Recommendation to City Council

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

Kathy,

On behalf of the TDAC committee, I would like to make a recommendation to City Council to grant FY 2020 funds that were impacted by COVID for the recipients (BAHA, Friends of Spanish Moss Trail, Penn Center and Port Royal Sound Foundation – totaling \$10,935 - be carried forward into FY 2021 independent of what those organizations apply for in FY 2021.

Please let me know if you have any questions. Thank you for all you do for the City.

Vimal Desai
Vimal@hmvhotels.com
843-263-0948

Sent from my iPad



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/1/2020
FROM: Kathy Todd
AGENDA ITEM Resolution on CDBG Grant Match Commitment regarding Spanish Moss Trail Depot
TITLE: Road Extension Project
MEETING
DATE: 9/8/2020
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The City is applying, on behalf of the County, for a \$200,000 CDBG grant for Depot Road Pathway Improvements. Financial Commitments have been received from the County for \$350,000 and \$153,947.45 from the Friends of the Trail for the total match commitment required by the attached Resolution.

PLACED ON AGENDA FOR: Action

REMARKS:

Request that City Council approve the Resolution in order to complete the grant application process.

ATTACHMENTS:

Description	Type	Upload Date
Resolution on match commitment	Cover Memo	9/1/2020

RESOLUTION

WHEREAS, the need to address quality of life issues for the City of Beaufort, and addressing the concerns and issues of LMI residents is a priority for the City. Providing trails for health and safety issues has been identified as a priority community need for the City of Beaufort, and

WHEREAS, the City of Beaufort wishes to address this need by making application to the South Carolina Department of Commerce, Division of Grants Administration for Special Projects.

WHEREAS, the completion of this project would benefit approximately 11,770 persons, of which 51.66% qualify as having low-to-moderate incomes. The project area includes the City of Beaufort.

NOW THEREFORE BE IT RESOLVED by the City Council of Beaufort, South Carolina, that

1. City Council hereby endorses the City of Beaufort's Spanish Moss Trail - Depot Road Extension Project because it will greatly improve the quality of life for the residents of the city.

2. The City Manager shall be and is authorized to prepare and submit a Community Development Block Grant (CDBG) Special Projects Application for the City of Beaufort's Spanish Moss Trail – Depot Road Extension Project, to commit funds in the amount of 10% of the grant to meet the matching commitment of the Community Development Program along with \$503,947.45 in additional funds needed to complete this project and commit to sharing cost savings on a pro rata basis.

ADOPTED THIS _____ DAY OF September 2020.

(SEAL)

**Mayor,
City of Beaufort**

ATTEST:

Clerk to Council



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/2/2020
FROM: Kathy Todd
AGENDA ITEM
TITLE: Resolution authorizing purchase of Fire Truck on Lease
MEETING
DATE: 9/8/2020
DEPARTMENT: Finance

BACKGROUND INFORMATION:

The FY 2021 approved budget includes a new fire truck, at the value of \$897,903.31 that will be leased through PNC Equipment Finance, LLC for a period of 10 years at 3.09% interest and annual payments estimated at \$105,746.

The resolution authorizes this purchase and is a required document to accompany the Lease Credit Application executed by the City Manager, pending approval by City Council.

PLACED ON AGENDA FOR: Action

REMARKS:

Request that City Council approve the Resolution to acquire the new fire truck and enter into a Capital Lease arrangement with PNC Equipment Finance, LLC.

ATTACHMENTS:

Description	Type	Upload Date
Resolution Authorizing Capital Lease purchase of Fire Truck	Cover Memo	9/2/2020

RESOLUTION

Municipality/Lessee: City of Beaufort, SC

Principal Amount Expected To Be Financed: \$897,903.31

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Municipality:

Section 1. Either William A. Prokop OR Kathy M Todd (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 20__.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Beaufort, SC

Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: _____

Official Title: _____

Date: _____



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

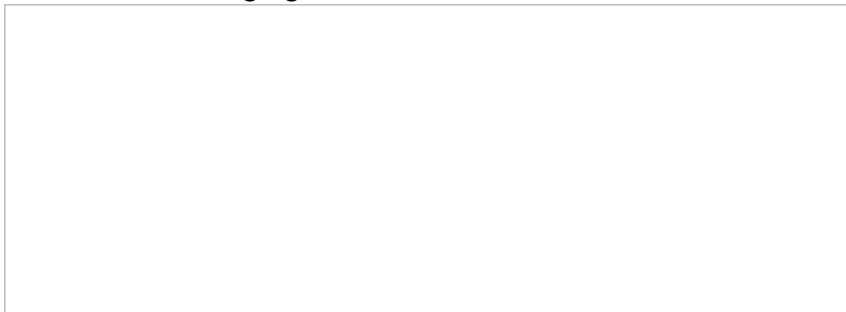
TO: CITY COUNCIL **DATE:** 9/3/2020
FROM: John O'Toole, Beaufort County Economic Development Corp
AGENDA ITEM TITLE: Approval to allow changes to Magnus Corporation Purchase Agreement for land in Commerce Park
MEETING DATE: 9/8/2020
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

The Beaufort County Economic Development Corporation would like to request a change to Section 12 of the purchase agreement between the City of Beaufort and Magnus Development Partners that was previously approved by Beaufort City Council. We would like to change the language in Section 12 relative to the lease rates from '\$6.50/sf' to 'reasonable market rates.' We would like to change the language for the following reasons:

1. To keep the language consistent between the development agreement and purchase agreement.
2. To allow Magnus the ability to include build out and improvements in the lease if that is the expectation of the tenant.
3. To allow Magnus the ability to offer shorter term leases and earn market rates.

We initially put in the RFP a maximum lease rate to ensure the developer would not be incentivized to depend on the BCEDC's funds in the first five years. Having worked with Magnus on 3 recent projects we can see how the lease rates they are offering are driven by space, tenant requirements for build out and terms. Therefore, it is our recommendation and request to bring the sales agreement back before your City Council and to amend the language in Section 12 from '\$6.50/sf' to 'reasonable market rates.'



PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description

Purchase Agreement

Type

Backup Material

Upload Date

9/3/2020

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 10, 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 that tract or parcel of land designated as Parcel 10 in the 196 acre Beaufort Commerce Park located at the intersection of US Highway 21 and SC Highway 116, identified as a portion of Beaufort County Tax Map Number 100-024-000-0449-0000 (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 acre, anticipated to be 8 +/- acres, as determined by the plat that purchaser will develop through GEL Engineering, to include wetlands, buffers, right of ways, etc. 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. Magnus

Holdings, LLC, an affiliate of Magnus, shall execute a guaranty agreement in favor of City supporting the obligation of Magnus to pay the balance of the Purchase Price.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Closing. The Closing of the transaction herein provided shall be held on the later of (i) the date that is thirty (30) days after the expiration of the Inspection Period, or (ii) the date on which 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.

10. 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.

11. 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.

12. 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 BCEDC 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 BCEDC locates a tenant for the Building, Magnus agrees to lease the Building on a triple net basis at reasonable market rates, subject to adjustment for any required buildout of interior improvements.

13. Right of First Refusal to Purchase Parcel 7. Magnus shall have the right of first refusal to purchase Parcel 7. City shall provide Magnus with any bona fide written offer to purchase Lot 7, and Magnus shall have thirty (30) days from receipt of such offer to agree to purchase Lot 7 on the same terms.

14. 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.

15. 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.

16. 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.

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

To City:

City of Beaufort
1911 Boundary Street
Beaufort, South Carolina 29902
Email: _____

To Magnus:

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

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

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. Dates for Performance. If the Closing Date or any other date described in this Contract by which one party hereto must give notice to the other party hereto or must fulfill an obligation is a Saturday, Sunday or a day observed by the Federal government or by the State of South Carolina government as a

legal holiday, then such Closing Date or such other date shall be automatically extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

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

CITY OF BEAUFORT, SOUTH CAROLINA

By:_____

Name:_____

Title:_____

Dated:_____, 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:** 7/31/2020
FROM: Linda Roper and Bill Prokop
AGENDA ITEM
TITLE: Approval to extend temporary leased spaces for Restaurants until November 1, 2020
MEETING
DATE: 9/8/2020
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/4/2020
FROM: William Prokop, City Manager
AGENDA ITEM TITLE: Approval to extend free parking in the Downtown Marina lot through November 1, 2020.
MEETING DATE: 9/8/2020
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Free parking on Friday's and Saturday's in the Marina lot was part of the Together Beaufort program approved in May 2020. This request is just extending the parking piece in the Marina lot for Friday and Saturday free parking.

PLACED ON AGENDA FOR: Action

REMARKS:



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 9/4/2020
FROM: William Prokop, City Manager
AGENDA ITEM Approval to extend waiver of temporary 9am tour for the Horse Carriage companies
TITLE: through November 1, 2020
MEETING
DATE: 9/8/2020
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

The original request from the Horse Carriage companies that included adding an addition tour time of 9am was discussed and approved on May 26, 2020. Now the City Manager would like to extend that request through November 1, 2020.

PLACED ON AGENDA FOR: Action

REMARKS:



CITY OF BEAUFORT

DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 7/30/2020
FROM: William Prokop, City Manager
AGENDA ITEM
TITLE: Appointment to City Boards and Commissions
MEETING
DATE: 9/8/2020
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

Appointment to Historic Review Board, Design Review Board and Metropolitan Planning Commission.

PLACED ON AGENDA FOR:

REMARKS: