

**CITY OF BEAUFORT**  
1911 BOUNDARY STREET  
BEAUFORT MUNICIPAL COMPLEX  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7070  
**CITY COUNCIL REGULAR MEETING AGENDA**  
**January 23, 2018**

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

**STATEMENT OF MEDIA NOTIFICATION**

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

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

**I. CALL TO ORDER**

A. Billy Keyserling, Mayor

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

A. Mike McFee, Mayor Pro Tem

**III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

- A. Character Education Proclamation - Jermaine Smalls, Robert Smalls International Academy
- B. Resolution Commending Barbara Laurie for Service on the Historic District Review Board

**IV. PUBLIC COMMENT**

**V. PUBLIC HEARING**

- A. Community Development Needs Assessment
- B. Ordinance Establishing a Retail Frontage Overlay on the 1300, 1400, and 1500 Blocks of King Street

**VI. MINUTES**

**VII. OLD BUSINESS**

- A. Approval to support Beaufort County Ordinance - Ban use of Single Plastic Bags - 2nd Reading

**VIII. NEW BUSINESS**

- A. Authorization to allow City Manager to enter into Contractual Agreement for Services with Host Compliance
- B. Request from the Beaufort Regional Chamber of Commerce for annual Taste of

Beaufort event, May 4-5, 2018 - permission for sale of alcohol, street closures, and use of the green in the Marina lot

C. Appointments to Boards and Commissions - Historic Review Board

**IX. REPORTS**

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

**X. ADJOURN**



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/18/2018  
**FROM:**  
**AGENDA ITEM** Character Education Proclamation - Jermaine Smalls, Robert Smalls International  
**TITLE:** Academy  
**MEETING** 1/23/2018  
**DATE:**  
**DEPARTMENT:** City Clerk

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*BACKGROUND INFORMATION:*

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*PLACED ON AGENDA FOR:*

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*REMARKS:*

**ATTACHMENTS:**

Description	Type	Upload Date
Proclamation	Backup Material	1/18/2018



## PROCLAMATION

**WHEREAS**, the character education movement reinforces the social, emotional and ethical development of students; and

**WHEREAS**, schools, school districts and states are working to instill important core ethical and performance values including caring, honesty, diligence, fairness, fortitude, responsibility, and respect for self and others; and

**WHEREAS**, character education provides long-term solutions to moral, ethical and academic issues that are of growing concern in our society and our schools; and

**WHEREAS**, character education teaches students how to be their best selves and how to do their best work; and

**WHEREAS**, the Eleven Principles of Effective Character Education include: Promoting core ethical and performance values; Teaching students to understand, care about and act upon these core ethical and performance values; Encompassing all aspects of the school culture; Fostering a caring school community; Providing opportunities for moral action; Supporting academic achievement; Developing intrinsic motivation; Including whole-staff involvement; Requiring positive leadership of staff and students; Involving parents and community members; and assess results and strives to improve; and

**WHEREAS**, the Beaufort County School District's Character Education program was formed to support parents' efforts in developing good character in their children; and

**WHEREAS**, the purpose of the Character Education program is to integrate good character traits into the total school environment, as well as into the community; and

**WHEREAS**, each school's counselor identified a list of character words and definitions deemed important regardless of a person's political leanings, race, gender or religious convictions; and

**WHEREAS**, the words are friendship, kindness, acceptance, courage, tolerance, respect, gratitude, compassion, citizenship, perseverance, honesty, integrity, self-control, forgiveness responsibility and cooperation; and

**WHEREAS**, Jermaine Smalls was selected as the winner by Robert Smalls International Academy as the student of the month.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina, hereby proclaims November 2017 as

### **JERMAINE SMALLS AS ROBERT SMALLS INTERNATIONAL ACADEMY STUDENT OF THE MONTH**

The City of Beaufort thereby pronounces Respect and Gratitude as the words for the month of November and applauds Jermaine Smalls, the Beaufort County School District, and Robert Smalls International Academy for their work and specifically honors Jermaine Smalls as Robert Smalls International Academy's Student of the Month.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 23<sup>rd</sup> day of January 2018.

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BILLY KEYSERLING, MAYOR

ATTEST:

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IVETTE BURGESS, CITY CLERK





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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/16/2018  
**FROM:** Libby Anderson  
**AGENDA ITEM TITLE:** Resolution Commending Barbara Laurie for Service on the Historic District Review Board  
**MEETING DATE:** 1/23/2018  
**DEPARTMENT:** Planning

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*BACKGROUND INFORMATION:*

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***PLACED ON AGENDA FOR:*** Action

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***REMARKS:***

**ATTACHMENTS:**

Description	Type	Upload Date
resolution for Barbara Laurie	Resolution Letter	1/16/2018

## **R E S O L U T I O N**

### **COMMENDING BARBARA LAURIE FOR SERVING ON THE CITY'S HISTORIC DISTRICT REVIEW BOARD**

**WHEREAS**, Barbara Laurie served on the City of Beaufort Historic District Review Board from June 2014 until December 2017; and

**WHEREAS**, Ms. Laurie served in the position of a resident/property owner; and

**WHEREAS**, Ms. Laurie devoted her efforts and energy in service on this important Board; and

**WHEREAS**, the significant contributions Barbara Laurie made as a member of the Historic District Review Board has helped to support sustainable development practices, and protect and enhance the design, character, and economic value of the City, thereby promoting the quality of life in our community;

**NOW, THEREFORE BE IT RESOLVED**, the City Council of the City of Beaufort, South Carolina, duly assembled, expresses their gratitude and commends Barbara Laurie for her outstanding service to the City during the past three and ½ years.

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 23<sup>rd</sup> day of January 2018.

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BILLY KEYSERLING, MAYOR

ATTEST:

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IVETTE BURGESS, CITY CLERK



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/16/2018  
**FROM:** Libby Anderson  
**AGENDA ITEM**  
**TITLE:** Community Development Needs Assessment  
**MEETING**  
**DATE:** 1/23/2018  
**DEPARTMENT:** Planning

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#### *BACKGROUND INFORMATION:*

A Community Development Block Grant (CDBG) public hearing concerning Needs Assessment is required for any application for funding under the CDBG program. To that end, a CDBG Public Hearing Concerning Needs Assessment is scheduled for the January 23 City Council meeting. Representatives from the Lowcountry Council of Governments will be present to conduct the public hearing. This hearing was advertised in the January 11 edition of *The Beaufort Gazette*. The priority needs identified at last year's Needs Assessment public hearing are attached.

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***PLACED ON AGENDA FOR:*** Discussion

#### ***REMARKS:***

#### **ATTACHMENTS:**

Description	Type	Upload Date
2017 needs assessment	Backup Material	1/16/2018

**2017 CDBG PRIORITY NEEDS**  
**Approved 3-28-17**

1. Sidewalks on Salem Road.
2. Drainage improvements in low- and moderate income neighborhoods, including flood control gate at West Royal Oaks.
3. Housing programs--housing repair for low- and moderate income homeowners and for rental units occupied by low- and moderate income renters; programs to promote new affordable rental housing; programs and policies to promote homeownership for low- and moderate income households; and incentives to promote affordable infill housing.
4. Streetscape improvements in low- and moderate income neighborhoods, to include Duke III Streetscape (Bladen Street to Ribaut Road) and the Hazel Farm Road-Gay Drive connector on Lady's Island.
5. Improvements to public recreation facilities that benefit low- and moderate income persons.



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/16/2018  
**FROM:** Libby Anderson  
**AGENDA ITEM TITLE:** Ordinance Establishing a Retail Frontage Overlay on the 1300, 1400, and 1500 Blocks of King Street  
**MEETING DATE:** 1/23/2018  
**DEPARTMENT:** Planning

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#### *BACKGROUND INFORMATION:*

Esther Harnett submitted an application to apply the Retail Frontage Overlay on King Street adjacent to 1409 King Street. The property is identified as R120 004 000 1009 0000 and is known at the "Old Jail." Staff is recommending that the Retail Frontage Overlay be expanded to include the 1300, 1400, and 1500 blocks of King Street in an effort to stimulate redevelopment of these three blocks. A staff report on the proposal is attached. This rezoning request was presented to the Beaufort--Port Royal Metropolitan Planning Commission at their January 8 meeting. A public hearing on the proposed rezoning is scheduled for the January 23 City Council meeting. This hearing was advertised in the January 8 edition of *The Beaufort Gazette*.

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#### *PLACED ON AGENDA FOR: Discussion*

#### **REMARKS:**

#### **ATTACHMENTS:**

Description	Type	Upload Date
staff report retail overlay public hearing	Backup Material	1/18/2018
streetscape photos	Backup Material	1/18/2018
comp plan attachments	Backup Material	1/18/2018

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**CITY OF BEAUFORT**  
**STAFF REPORT RZ18-01**  
**PUBLIC HEARING DATE: JANUARY 23, 2018**

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**Applicant**

The applicant is Esther Harnett.

**Background**

Esther Harnett has submitted an application to apply the “Retail Frontage Overlay” to the Old Jail property located at 1409 King Street in the Beaufort Historic District. The Retail Frontage Overlay is a new tool that was included in The Beaufort Development Code. The Retail Frontage Overlay allows certain uses (primarily retail and restaurants) to be located in buildings that have direct frontage onto a street with a Retail Frontage Overlay. In the Historic District, Carteret, Charles, and Bladen Streets currently have a Retail Frontage Overlay. Craven Street, between Carteret and Charles Streets, has a Retail Frontage Overlay. Boundary Street, between Carteret and Church Streets, also has a Retail Frontage Overlay. A description of the Retail Frontage Overlay is attached.

The Old Jail property is located at 1409 King Street, and is identified as R120 004 000 1009 0000 (see attached site location maps). The property has been vacant for many years. The Historic District Review Board has given approval for the building to be demolished (see attached approval letter). The applicant desires to redevelop the property and believes that allowing additional commercial uses on the property will facilitate redevelopment opportunities.

Staff is recommending that if the Retail Frontage Overlay is approved, it should apply to King Street between Harrington and Bladen Streets (see attached map). This would connect the King Street Overlay to the Retail Frontage Overlay on Bladen Street, and would include the County and School District property in the 1500 block of King Street. The Retail Overlay would then apply to the 1300, 1400, and 1500 blocks of King Street, and would impact parcels identified as District 120, Tax Map 4, Parcels 594, 595, 598, 599, 661, 664, 665, 657, 658, 659, 660A, 668, 669, 670, 981, and 1009. Connecting the King Street Retail Overlay to the Bladen Street Overlay would help alleviate any concerns about “spot zoning.” Moreover and more importantly, it would offer additional options for redevelopment of the two County-owned lots at 1407 King (County offices) and 600 Wilmington (DHEC offices). The noncontributing buildings located on these lots appear to be nearing the end of their life-span unless a major investment is made in rehabilitation. These are both unusually large lots (half a block and a whole block respectively) with significant redevelopment potential. Photos of the area are attached, starting in the 1500 block of King Street and moving to the east and the 1300 block of King.

**Present Zoning**

The current zoning of the lots in this area of King Street is T4-Neighborhood (T4-N) (see attached excerpt from the zoning map). The T4-N District permits all type of residential uses and all types of office uses. Retail uses and restaurants are not allowed. The Table of Permitted Use from the development code is attached. The T4-N District is outlined and the uses permitted in the Retail Frontage Overlay are highlighted.

**Streetscape**

King Street in this area of the Historic District is designated under The Beaufort Code as a “Neighborhood Street 1.” The Neighborhood Street 1 does not require on-street parking. This informal street section is not appropriate for a commercial or mixed-use area. Staff recommends that the street section in this area of King Street be changed from a “Neighborhood Street” to a “Avenue” street section that would require on-street parking and sidewalks on both sides of the street.

**Consistency with Comprehensive Plan**

The Framework Map in the Comprehensive Plan designates the 1300, 1400, and 1500 blocks of King Street as “Neighborhood Mixed Use (G-3)” (see attached map). According to the Comprehensive Plan, Neighborhood Mixed-Use designations (G-3A) are intended for a mixture of uses intended to serve the surrounding neighborhoods. Appropriate land uses in the G-3 sector include: residential development, neighborhood-serving commercial uses (retail and office), civic uses, and neighborhood centers. An excerpt from the Comprehensive Plan describing the G-3 district is attached. The proposed Retail Frontage Overlay appears to be consistent with the Framework Map in the Comprehensive Plan.

The Retail Frontage Overlay is consistent with the redevelopment recommendation set out in Civic Master Plan. The conceptual redevelopment plan for this area proposed adaptive reuse of the Old Jail to include a restaurant, a boutique hotel, and residential uses (see excerpt from Civic Master Plan attached).

**Land Use Compatibility**

Offices are currently the predominate land use in the area (see attached map).

**Suitability of Property for Uses Permitted in Current Zoning District**

The Old Jail property is currently vacant and is prime for redevelopment.

**Suitability of Property for Uses Permitted in Proposed Zoning District**

The area proposed for the Retail Frontage overlay is directly adjacent to the Bladen Street Retail Frontage Overlay. This area of King Street is already developed for commercial uses—offices and a short-term rental. There is a good detail of vacant or underutilized land in the corridor. Adding the Retail Frontage Overlay may stimulate needed new development in this area.

**Compatibility of Uses Permitted in Proposed Zoning District with Natural Features**

This an urbanized area. There should be no negative impacts on natural features aside, possibly, from trees.

**Marketability of Property for Uses Permitted by Current Zoning District**

Applying the Retail Frontage Overlay to the King Street lots will likely make them more marketable since a wider variety of uses would be permitted.

**Availability of Infrastructure**

Water and sewer are available in the corridor. There currently are no sidewalks or formalized on-street parking in the area.

**Public Notification**

Letters were sent to owners of all property within 400' of the Old Jail property on December 28. Letters were sent to property owners adjoining the proposed Retail Frontage Overlay that same day. The public hearing notice referencing this application will appear in the January 8 edition of *The Beaufort Gazette*. Representatives of the Northwest Quadrant Neighborhood Association and Historic Beaufort Foundation were notified of the application by e-mail. The public comments received to date are attached.

**Staff Recommendation**

Staff recommends that the Retail Frontage Overlay be applied in the 1300, 1400, and 1500 blocks of King Street, with the understanding that any streetscape improvements required as a result of development using the overlay, be at the developer's expense. In addition, staff recommends that the street section in this area of King Street, be changed from a Neighborhood Street 1, to an Avenue section to provide for sidewalks and on-street parking where possible.

A question came in from the public regarding the staff recommendation to expand the Retail Frontage from the Old Jail to the three blocks of King Street. Once staff began to look at the Old Jail application in the context of the surrounding land uses, we quickly realized that from the redevelopment perspective, it was desirable to expand the Retail Frontage from Bladen to Harrington Streets. If King Street was built-out as a single-family neighborhood, with the Old Jail site included as a land use anomaly (e.g., the Pickle Factory), a single-parcel Retail Frontage may have made more sense, but a closer look at the context confirmed that the three-block overlay is more consistent with the Civic Master Plan and the redevelopment vision/potential for the area. Of note:

- The 1300 block of King contains the DHEC building (the only building in that entire block on the north side of the street) and the former School Board building on the south; both properties being used for commercial purposes.
- The 1400 block, containing the Old Jail and the County office building, contains a single-family long-term rental property and a building that has been used as an office for at least the past five years.
- The entire 1500 block of King Street is either vacant or used for commercial purposes--even 1511 King is a short-term rental.

**Planning Commission Recommendation**

The Beaufort--Port Royal Metropolitan Planning Commission considered this application at their January 8 meeting. The Commission unanimously recommended that the Retail Frontage Overlay be applied to the 1300, 1400, and 1500 blocks of King Street.



Historic District is hereby established. The boundaries of this district shall be designated on the official Zoning Map of the City of Beaufort. The boundaries of the Beaufort Historic District and the Beaufort National Historic Landmark District are the same with the following clarifications/exceptions:

1. Where boundaries are designated at specific roads, the centerlines of the rights-of-way of those roads shall be deemed said boundaries.
  2. The east and south boundaries of the district are established at the Beaufort River. These boundaries are established at the parcel lines, seawalls, or at mean high water mark, whichever extends further from the high ground.
  3. Structures attached to the high ground are deemed to lie within the district and shall be reviewed in entirety in accordance with the provisions of this section.
- D. **Subdistricts Established:** The Beaufort Historic District shall be composed of 2 subdistricts identified as the Beaufort Preservation Neighborhood (BPN) and the Beaufort Conservation Neighborhood (BCN). There may be established one or more of each subdistrict within the Beaufort Historic District, provided that all such districts shall consist of at least five acres of contiguous land. The boundaries of these subdistricts shall be designated on the official Zoning Map of the City of Beaufort. Where the term Beaufort Historic District (or a similar reference, such as “historic district”) is used in this section or in any supplementary materials, it shall apply to both subdistricts. However, where there is a specific reference to a subdistrict, that specific reference shall apply and supersede any reference to the Beaufort Historic District.
- E. **Exemptions:**
1. The Bladen Street Redevelopment District overlay zone is exempted from Historic District Overlay standards (See Section 2.7.3.F).
  2. Routine maintenance and repair of any of the existing features of a structure that does not involve a change in design, type of materials, or outward appearance shall be exempt from the review and approval requirements of this section.

### 2.7.2 RETAIL FRONTAGE OVERLAY

- A. **Purpose and Intent:** In certain districts, it is desirable to maintain a residential character while permitting mixed uses to occur in buildings that front designated streets.
- B. **Certain Commercial Permitted:** Where a block face is designated on the Zoning Map as a retail frontage overlay, the building with direct access to the designated fronting street is permitted to be occupied by certain additional commercial uses, as indicated in the Table of Permitted Uses in Section 3.2.
- C. **Designation:** Retail frontage overlays are designated on the Zoning Map by a dashed line, as indicated in the map key.

### 2.7.3 REDEVELOPMENT DISTRICT OVERLAYS

- A. **Purpose and Intent:** The City hereby finds that it is necessary to create certain districts to encourage redevelopment in specific areas. These districts are based upon traditional standards for City buildings, derived from the existing conditions in the City and from a number of sources in planning literature - See Appendix B.1.1.
- B. **Applicability:** All parcels designated “redevelopment district” as indicated on the Zoning Map shall be subject to these provisions.

- E. **Retail Frontage Overlay Required (RF):** Where a block face is designated on the zoning map as a Retail Frontage overlay, the building(s) with direct access to the designated fronting street is permitted to be occupied by certain commercial uses as indicated in the use table.
- F. **T4-Neighborhood Artisan (A):** This use is permitted with conditions only in the T4-Neighborhood Artisan (T4-NA) 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.

DISTRICT	T1	T3-S	T3-N	T4-HN	T4-N	T5-DC	T5-UC	RMX	LI	IC	MHP	ADD'L STANDARDS WHEN APPLICABLE
<b>RESIDENTIAL</b>						<b>3.3</b>						
<b>Household Living</b>												
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	—	—	—	—	—	—	—	—	—	—	3.3.2.D
Live/Work Unit	—	—	—	—	C	P	P	P	C	P	—	4.5.8
Manufactured Home	—	—	—	—	—	—	—	—	—	—	C	3.3.2.G
<b>Group Living</b>												
Group Dwelling (≤ 8 residents)	—	—	—	—	P	P	P	P	—	—	—	—
Group Dwelling (> 8 residents)	—	—	—	—	SE	SE	P	P	—	P	—	—
<b>PUBLIC AND CIVIC</b>						<b>3.4</b>						
<b>Civic / Government Facilities</b>	<b>C</b>	<b>—</b>	<b>SE</b>	<b>SE</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>P</b>	<b>—</b>	<b>3.4.2.A</b>
<b>Educational Facilities</b>												
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
<b>Parks and Open Space</b>												
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
<b>INSTITUTIONAL</b>						<b>3.5</b>						
Community Service	—	SE	SE	SE	P	P	P	P	SE	P	—	—

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
<b>Day Care Facility</b>												
Family Day Care Home (≤ 6 clients)						see Home Occupation — Minor						
Group Day Care Home (7-12 clients)	—	—	SE	C	C	P	P	P	P	P	—	3.5.2.A
Commercial Day Care Center (>12 clients)	—	—	—	C	P	P	P	P	P	P	—	3.5.2.A
<b>Treatment Facility</b>	—	—	—	—	SE	SE	SE	P	—	SE	—	—
<b>Health Care Facilities</b>	—	—	—	—	—	—	P	P	—	P	—	—
<b>Religious Institution</b>	—	C	C	P	P	P	P	P	—	P	—	3.5.2.B
<b>COMMERCIAL</b>												
<b>3.6</b>												
<b>Entertainment</b>												
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
<b>Office</b>	—	—	—	—	P	P	P	P	P	P	—	—
<b>Overnight Guest Accommodation</b>												
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	—	—	—	—
<b>Restaurants</b>	—	—	—	—	RF	P	P	P	SE	P	—	—
<b>Retail Sales and Service</b>												
Animal Hospital/Kennel	—	—	—	—	C	—	C	P	P	—	—	3.6.2.D.1
General Retail/Service	—	—	—	—	RF or A	P	P	P	SE	C	—	3.6.2.D.2
Self-Service Storage	—	—	—	—	A	—	C	C	P	—	—	3.6.2.D.3
<b>VEHICLE- AND BOAT-RELATED USES</b>												
<b>3.7</b>												
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
Minor Vehicle Service and Repair	—	—	—	—	C	—	C	C	P	—	—	3.7.2.D
Major Vehicle Service and Repair	—	—	—	—	A	—	C	C	P	—	—	3.7.2.E
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	—	—
<b>INDUSTRIAL</b>												
<b>3.8</b>												
Aviation Services	—	—	—	—	—	—	—	—	P	—	—	—
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
Light Industrial Services	—	—	—	—	A	—	SE	P	P	—	—	3.8.2.A
Manufacturing and Production	—	—	—	—	A	—	—	—	P	—	—	3.8.2.B
Truck Terminal	—	—	—	—	—	—	—	—	P	—	—	—
Warehousing	—	—	—	—	A	—	—	SE	P	—	—	3.8.2.C
Wholesaling and Distribution	—	—	—	—	A	—	—	C	P	—	—	3.8.2.D
<b>TRANSPORTATION, COMMUNICATION, INFRASTRUCTURE</b>												<b>3.9</b>
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
<b>FORESTRY, AGRICULTURE, HORTICULTURE</b>	C	C	C	C	C	C	C	C	C	C	—	<b>3.10</b>
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												

### 3.2.1 OVERVIEW OF USE CATEGORIES

- A. **Definition of Use Category:** See Section 13.1 (Definitions of Specialized Terms)
- B. **Basis for Classification:** Use categories classify land uses and activities into categories based on common functional, product, or physical characteristics. Characteristics include the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered and site conditions. The use categories provide a systematic basis for assigning present and future land uses into appropriate Districts.
- C. **Principal Uses:** Principal uses are assigned to the category that most closely describes the nature of the principal use. The “Characteristics” subsection of each use category describes the common characteristics of each principal use.
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- D. **Accessory Uses:** Accessory uses are allowed by-right in conjunction with a principal use, unless otherwise stated in this Code. Also, unless otherwise stated, accessory uses are subject to the same regulations as the principal use. Common accessory uses are listed as examples in the use category descriptions. See Section 3.12 for additional standards for accessory uses and structures.
- E. **Use of Examples:** The “Examples” subsection of each use category lists common examples of uses included in the respective use category. The names of these sample uses are generic. They are based on common meanings and not on what a specific use may call itself. For example, a use that calls itself a “wholesale warehouse,” but sells mostly to consumers, is included in the “Retail Sales and Service” category rather than the “Wholesale Sales” category. This is because the actual activity on the site matches the description of the “Retail Sales and Service” category.
- F. **Similar Use Interpretation Criteria:** The following considerations shall be used in making similar use interpretations:
  1. The actual or projected characteristics of the activity in relationship to the stated characteristics of each use category





OLD JAIL PROPERTY







**CITY OF BEAUFORT  
HISTORIC REVIEW BOARD  
1911 BOUNDARY STREET  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7011 FAX: (843) 986-5606**

**HISTORIC DISTRICT REVIEW BOARD**

December 19, 2017

Steve Tully  
via email: [tullysteven@gmail.com](mailto:tullysteven@gmail.com)

**RE: HR17-34 1409 King Street – Demolition - Final Approval**

Dear Mr. Tully:

On December 13, 2017, the City of Beaufort Historic District Review Board (HRB) met to review your application for demolition of the structure at 1409 King Street. The Board granted final approval with the condition that the one panel at the front that says, “Beaufort County Jail” to be preserved for use somewhere on-site in the future.

This Certificate of Appropriateness applies only to the requirements of the Beaufort Historic District and does not supersede other City ordinances. Compliance with all other provisions of the City of Beaufort Code of Ordinances is required. Please contact the City Codes Enforcement Office located at 1911 Boundary Street, (843) 525-7049, to apply for the necessary permits. A copy of this letter should be submitted with your application for a permit.

Be advised that there is no expiration date for demolition approvals. If you make any changes in your project that are not part of the approved plan, you will need to submit an application for a Change After Certification.

If you have any questions, feel free to call the Planning Department at (843) 525-7011 or email me at [lkelly@cityofbeaufort.org](mailto:lkelly@cityofbeaufort.org). Thank you for your patience and cooperation during the review process.

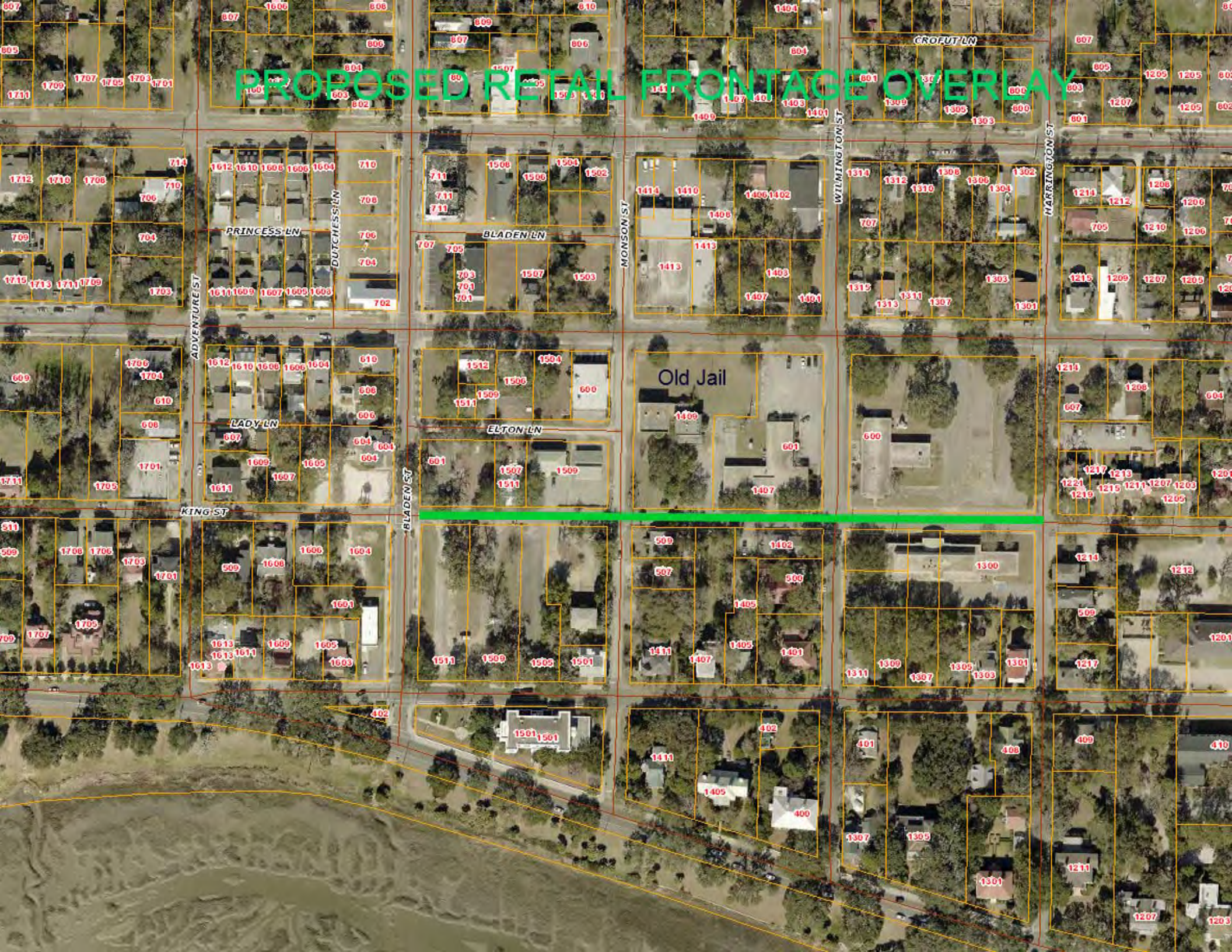
Sincerely,

Lauren Kelly  
Project Development Planner

cc: Ken Meola, Codes Enforcement Officer

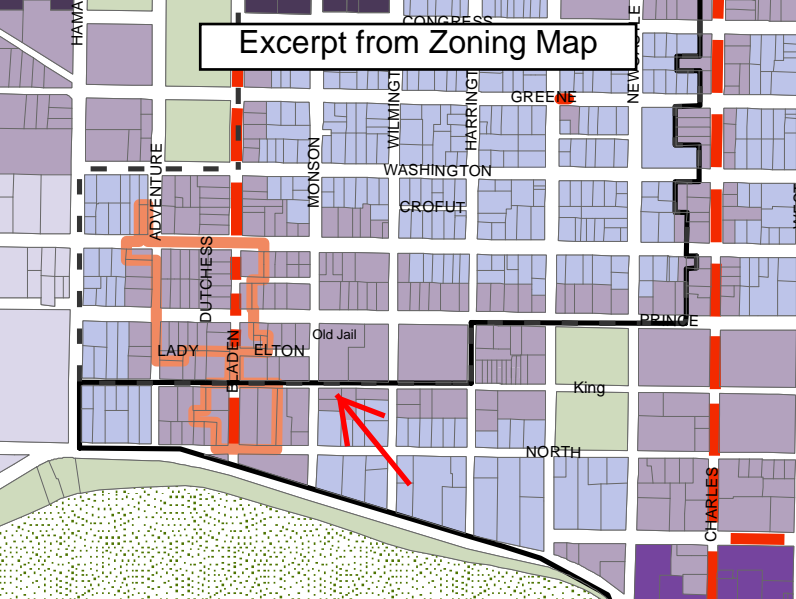


# PROPOSED RETAIL FRONTAGE OVERLAY





# Excerpt from Zoning Map



# 3: LAND USE PROVISIONS

## 3.1 APPLICABILITY

### 3.1.1 USE PERMISSIONS DEFINED

The use table in Section 3.2 assigns 1 of 6 permissions to each use in each district as follows:

- A. **Permitted Use (P):** The use is permitted by-right, with no additional conditions or requirements.
- B. **Conditional Use (C):** The use is permitted by-right, provided that the additional use conditions set forth in this article are met.
  - 1. The specified standards are intended to ensure that these uses are compatible with other development permitted within the districts.
  - 2. Approval procedures for conditional uses are in Section 9.4.2 (Zoning Permit.)
- C. **Special Exception (SE):** The use is permitted only when a Special Exception has been approved.
  - 1. Special Exceptions are required for uses that may be compatible with other uses permitted in a district, but which, because of their unique characteristics or potential impacts on the surrounding neighborhood and/or the city as a whole, require individual consideration in their location, design, configuration, and/or operation at the particular location proposed.
  - 2. All applications for Special Exceptions shall, at a minimum, meet the standards for the district in which they are located and the additional standards set forth in this article for that use. There may also be specific building design standards that must be met (Section 4.5).
  - 3. Approval procedures for Special Exceptions are found in 9.13.
- D. **In Existing Facilities Only (E):** The use is permitted only in existing buildings or facilities and in any expansions that do not increase the size of the facility structure by more than 50%.

## SECTIONS

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- E. **Retail Frontage Overlay Required (RF):** Where a block face is designated on the zoning map as a Retail Frontage overlay, the building(s) with direct access to the designated fronting street is permitted to be occupied by certain commercial uses as indicated in the use table.
- F. **T4-Neighborhood Artisan (A):** This use is permitted with conditions only in the T4-Neighborhood Artisan (T4-NA) 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.

DISTRICT	T1	T3-S	T3-N	T4-HN	T4-N	T5-DC	T5-UC	RMX	LI	IC	MHP	ADD'L STANDARDS WHEN APPLICABLE
<b>RESIDENTIAL</b>						<b>3.3</b>						
<b>Household Living</b>												
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	—	—	—	—	—	—	—	—	—	—	3.3.2.D
Live/Work Unit	—	—	—	—	C	P	P	P	C	P	—	4.5.8
Manufactured Home	—	—	—	—	—	—	—	—	—	—	C	3.3.2.G
<b>Group Living</b>												
Group Dwelling (≤ 8 residents)	—	—	—	—	P	P	P	P	—	—	—	—
Group Dwelling (> 8 residents)	—	—	—	—	SE	SE	P	P	—	P	—	—
<b>PUBLIC AND CIVIC</b>						<b>3.4</b>						
<b>Civic / Government Facilities</b>	C	—	SE	SE	P	P	P	P	P	P	—	3.4.2.A
<b>Educational Facilities</b>												
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
<b>Parks and Open Space</b>												
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
<b>INSTITUTIONAL</b>						<b>3.5</b>						
Community Service	—	SE	SE	SE	P	P	P	P	SE	P	—	—

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
<b>Day Care Facility</b>												
Family Day Care Home (≤ 6 clients)						see Home Occupation — Minor						
Group Day Care Home (7-12 clients)	—	—	SE	C	C	P	P	P	P	P	—	3.5.2.A
Commercial Day Care Center (>12 clients)	—	—	—	C	P	P	P	P	P	P	—	3.5.2.A
<b>Treatment Facility</b>	—	—	—	—	SE	SE	SE	P	—	SE	—	—
<b>Health Care Facilities</b>	—	—	—	—	—	—	P	P	—	P	—	—
<b>Religious Institution</b>	—	C	C	P	P	P	P	P	—	P	—	3.5.2.B
<b>COMMERCIAL</b>												
												3.6
<b>Entertainment</b>												
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
<b>Office</b>	—	—	—	—	P	P	P	P	P	P	—	—
<b>Overnight Guest Accommodation</b>												
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	—	—	—	—
<b>Restaurants</b>	—	—	—	—	RF	P	P	P	SE	P	—	—
<b>Retail Sales and Service</b>												
Animal Hospital/Kennel	—	—	—	—	C	—	C	P	P	—	—	3.6.2.D.1
General Retail/Service	—	—	—	—	RF or A	P	P	P	SE	C	—	3.6.2.D.2
Self-Service Storage	—	—	—	—	A	—	C	C	P	—	—	3.6.2.D.3
<b>VEHICLE- AND BOAT-RELATED USES</b>												
												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
Minor Vehicle Service and Repair	—	—	—	—	C	—	C	C	P	—	—	3.7.2.D
Major Vehicle Service and Repair	—	—	—	—	A	—	C	C	P	—	—	3.7.2.E
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	—	—
<b>INDUSTRIAL</b>												
												3.8
Aviation Services	—	—	—	—	—	—	—	—	P	—	—	—
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Light Industrial Services	—	—	—	—	A	—	SE	P	P	—	—	3.8.2.A
Manufacturing and Production	—	—	—	—	A	—	—	—	P	—	—	3.8.2.B
Truck Terminal	—	—	—	—	—	—	—	—	P	—	—	—
Warehousing	—	—	—	—	A	—	—	SE	P	—	—	3.8.2.C
Wholesaling and Distribution	—	—	—	—	A	—	—	C	P	—	—	3.8.2.D
<b>TRANSPORTATION, COMMUNICATION, INFRASTRUCTURE</b>												<b>3.9</b>
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
<b>FORESTRY, AGRICULTURE, HORTICULTURE</b>	C	C	C	C	C	C	C	C	C	C	—	<b>3.10</b>
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  1. The actual or projected characteristics of the activity in relationship to the stated characteristics of each use category



# EXISTING LAND USE

STR = short term rental  
SF = single-family

## **PUBLIC COMMENTS**

RECEIVED  
CITY OF BEAUFORT  
PLANNING  
Date 1/16/18

January 15, 2018

Libby Anderson  
City of Beaufort Department of Planning and Development Services  
1911 Boundary Street  
Beaufort, SC 29902

**RE: King Street "Retail Frontage Overlay Extension" between Harrington & Bladen Streets**

I do not support a "Retail Frontage Overlay Extension" rezoning proposal for three blocks of King Street between Harrington and Bladen. My opposition is in response to your December 28, 2017 letter from *City of Beaufort Department of Planning and Development Services* stating:

*"This letter is to inform you that Ester Harnett has submitted an application to apply the "Retail Frontage Overlay" to the 1400 block of King Street in front of the "Old Jail". Staff is recommending that if approved, the Retail Overlay extend along King Street between Harrington and Bladen Streets..."*

Downtown Beaufort already has six (6) commercial corridors in the designated blocks of 1.) Bay St.; 2.) Carteret St.; 3.) Charles St.; 4.) Bladen St.; 5.) Boundary St.; and 6.) Craven St. The additional permitted uses of a Retail Frontage Overlay including restaurants, parking structures, retail, etc. belong in the *existing* commercial corridors.

Also, this proposal diverts from the **Master Civic Plan** redevelopment concept for this area (pgs. 112-113) of predominantly Residential Infill with adaptive reuse of the "Old Jail".

If new concepts are to be considered, an alternate approach is to transform this blighted area into mixed-use residential infill development with a public square green space at the center —like park squares in Savannah. The public green space would be owned by the City of Beaufort and could be collaboratively managed and maintained by the City of Beaufort and a newly formed 501(c)3 nonprofit Foundation. Fees collected from private donors and special events could be used for park beautification and maintenance. This is a proven, successful model for over 34 years in Ansley Park, an in-town Atlanta neighborhood, where I formerly lived and served as an officer of the Ansley Park Civic Association Board of Directors.

First things first though! What can be done to incentivize Beaufort County to sell the existing buildings (County Office, DHEC, & Adult Education Buildings) along King Street?

I appeal to the Mayor and members of City Council to take the following action:

- **DENY** the King Street "Retail Frontage Overlay Extension" to be applied to the three blocks of King Street between Harrington and Bladen
- Pass a resolution to form a special Committee to review emerging Concepts and Proposals and provide recommendations for redevelopment of this three block area of King Street between Harrington and Bladen

I look forward to the January 23, 2018 Public Hearing.

Best regards,



Michele Lami  
500 Wilmington St.  
Beaufort, SC 29902



**PUBLIC COMMENT  
RETAIL FRONTAGE OVERLAY APPLICATION  
1409 King Street**

---

**Date of Comment:** January 8, 2018

**Name of Person Commenting:** Jim Moss

**Address:** owns property in the 1400 block of Duke Street

**Summary:** Mr. Moss said he supports the application.

**Staff Taking Comments:** Libby Anderson

## OPPOSITION TO RETAIL OVERLAY-KING ST

January 16, 2018

To: Libby Anderson, Planning Director City of Beaufort

From: Alfred Mark Green DVM, Mary Ann Green

Owners of 1405 North Street, Beaufort SC since 1996

RE: Proposed Retail Frontage Overlay for 1400 block of King Street

### **Opinion: We oppose the use of the Retail Frontage Overlay**

Dear Ms. Anderson:

Thank you for discussing the King Street plan with me. I have listed our objections for you to include in the City Council packet. We plan to attend the meeting and request a speaking time slot on the issue.

We oppose the Retail Frontage Overlay plan as proposed for the 1400 block of King Street for the following reasons:

- The proposed plan would include both the north and south side of King Street placing retail and commercial businesses in **direct contact with historic homes**.
- The 1400 block of North Street would be negatively impacted by the plan. As stated in the overlay plan, buildings fronting King Street from either the north or the south side of the street could be retail. Specifically, if the back of 1407 North Street or 1402 King Street were to be converted to retail, the resulting businesses would directly contact residential properties and become part of the 1400 block of North Street, thus **changing the character of the block**.
- The **hours** of business and **infrastructure/parking** needed for retail are **not compatible** with direct contact to residential property.

We are not opposed to redevelopment of the north side or Old Jail side of King Street as proposed by the plan. We believe the south side of King Street should be left as residential or office zoning to protect the historic nature of the 1400 block of North Street and its residential character. The Old Jail property should be rezoned as a stand-alone parcel subject to planning review and not as part of a blanket type repurposing of a three-block area. The Retail Frontage Overlay is not appropriate for this project.

Sincerely,

Mark Green DVM

Mary Ann Green

[Drdo-Little@carolina.rr.com](mailto:Drdo-Little@carolina.rr.com)

704-562-7902





King St





King St

Google













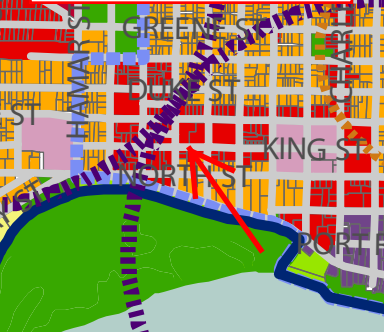








EXCERPT FROM FRAMEWORK MAP  
FROM COMPREHENSIVE PLAN



## FRAMEWORK MAP LEGEND

O1.Preserved Open Space



Preserved Open Space

O2.Rural Lands/Conservation



Rural Lands/Conservation

G1.Residential Neighborhoods/TND's



Restricted Growth Sector

G2.Urban Neighborhoods/TND's



Controlled Growth Sector

G3A.Neighborhood Mixed Use



Intended Growth Sector

G3B.Corridor Mixed-Use



Intended Growth Sector

G4.Downtown



Infill Growth Sector

SD Industrial/Employment Center



Civic/Hospital



Neighborhood Centers



Regional Centers



A/CUZ



Military



Port Royal Service Delivery Agreement







*Mixed-use town center development*



*Mixed-use building in a regional center with residential above retail*



*Regional centers contain a mixture of higher density commercial and residential uses*



*Industrial, warehouse, or distribution-type building*

## FG 1.7 GROWTH SECTOR 3 (G-3): NEIGHBORHOOD MIXED USE (G-3A) & CORRIDOR MIXED USE (G-3B)

The G-3 sector indicated in lighter and darker red (respectively), is intended to apply along high capacity regional thoroughfares at major transportation nodes, or along portions of highly-traveled corridors. G-3 land generally falls within areas for higher-intensity regional-serving development, marked by the dark purple 1/2 mile radius circles. Neighborhood Mixed-Use designations (G-3A) are intended for a mixture of uses intended to serve the surrounding neighborhoods. Corridor Mixed-Use areas (G-3B) are intended for a mixture of regional-serving commercial, residential, and institutional destinations.

Care should be taken to limit the length of G-3 corridor developments to avoid the creation of lengthy, undifferentiated linear strip development. Attention to local geography and environmental conditions can assist in this definition, with special attention given to areas in O-1 and O-2 sectors along water courses and near sensitive lands.

### APPROPRIATE LAND USES/DEVELOPMENT TYPES:

The full-range of community types and uses are appropriate in the G-3 sector, including:

- single-family and multifamily residential
- neighborhood-serving commercial uses (retail and office)
- civic uses
- traditional neighborhood developments
- neighborhood centers
- regional centers
- industrial districts

## FG 1.8 REGIONAL CENTERS

Regional Centers are mixed-use activity centers with employment and commercial uses that attract people from beyond the immediate neighborhoods and from surrounding communities. These centers are appropriate for commercial and employment development as well as the area's highest density housing. The area of these centers is based on a 1/2 mile radius (a typical 10-minute walk)—the larger circles on the map. Regional centers are envisioned for downtown Beaufort; the emerging city-county government district at Ribaut Road and Boundary Street; around the hospital and technical college campuses; at the intersection of SC 170 and SC 280; and around the intersection of US 21/Boundary Street and Robert Smalls Parkway. These centers will provide the highest concentrations of residential, employment, and commercial services in the Plan area. Regional retail and commercial centers should be located exclusively in the Regional Centers located along SC 280 and SC 170.

## FG 1.9 SPECIAL DISTRICT (SD): INDUSTRIAL/EMPLOYMENT CENTERS

As regional employment centers, industrial districts also fall into the G-3 sector. Industrial development is shown around the existing Beaufort Commerce Park and in areas where industrial and distribution facilities are currently located or approved for development by current zoning.



▲ EXISTING JAIL SITE



▲ EXISTING JAIL BUILDING



▲ CONCEPTUAL INFILL OF FORMER JAIL SITE

## Former Beaufort County Jail Site and King Street Area

The conceptual redevelopment plan for the former Beaufort County Jail provides another example for neighborhood revitalization through phased infill. The former jail is a beautiful Art Deco building that has been vacant and neglected for decades. It shares a block with the Department of Health and Environmental Control (DHEC) offices. The adjacent blocks, occupied by the old School Board building and the County Health Center, are also underused and are included as part of this local redevelopment area.

The conceptual redevelopment plan for this area proposes adaptive reuse of the distinctive jail building as a restaurant, boutique hotel, or condo units. Through a phased approach, the DHEC offices could be replaced with supportive mixed-use buildings, and the County Health Center and old school board building sites could be redeveloped in a manner that is consistent with its context. This new housing could also provide an ideal location for seniors looking to live within walking distance to amenities in the heart of the city. Significantly, this redevelopment could be completed while also preserving the existing mature trees and small park areas along Wilmington Street.





▲ EXISTING PARKING LOT LOOKING EAST ALONG KING STREET



▲ CONCEPTUAL REDEVELOPMENT OF PARKING LOT WITH TWO STORY, MIXED-USE, RESIDENTIALLY-SCALED STRUCTURES AND A WIDE PLANTING STRIP



---

## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 1/19/2018  
**FROM:**  
**AGENDA ITEM** Approval to support Beaufort County Ordinance - Ban use of Single Plastic Bags -  
**TITLE:** 2nd Reading  
**MEETING**  
**DATE:** 1/23/2018  
**DEPARTMENT:** City Managers Office

---

*BACKGROUND INFORMATION:*

---

*PLACED ON AGENDA FOR:*

---

*REMARKS:*

**ATTACHMENTS:**

Description	Type	Upload Date
Ordinance	Backup Material	1/19/2018

## **Ordinance 2018/**

AN ORDINANCE ADDING CHAPTER 38, ARTICLE 6: SINGLE-USE PLASTIC BAGS TO THE BEAUFORT COUNTY CODE OF ORDINANCES TO ENCOURAGE THE USE OF REUSABLE CHECKOUT BAGS AND RECYCLABLE PAPER CARRYOUT BAGS AND BANNING THE USE OF SINGLE-USE PLASTIC BAGS FOR RETAIL CHECKOUT OF PURCHASED GOODS IN THE UNINCORPORATED AREAS OF THE COUNTY

### **Section 38-161 Purpose and Intent.**

This chapter is adopted to improve the environment of the county by encouraging the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased goods. Business establishments are encouraged to make reusable bags available for sale, to make recyclable paper carryout bags available for distribution and to continue offering bins for all recyclable products including but not limited to plastic products. This Ordinance does not impose a tax on the use of plastic products of any kind including but not limited to single use plastic bags.

### **Section 38-162 Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- **Business Establishment.** Any commercial enterprise that provides carryout bags to its customers through its employees or independent contractors associated with the business. The term includes sole proprietorships, joint ventures, partnerships, corporations, or any other legal entity, whether for profit or not for profit.
- **Single-Use Plastic Carryout Bag.** A bag provided by a business establishment to a customer typically at the point of sale for the purpose of transporting purchases, which is made predominantly of plastic derived from either petroleum or a biologically-based source. "Single-use plastic carryout bag" includes compostable and biodegradable bags, but does not include reusable carryout bags.
- **Reusable Carryout Bag.** A carryout bag that is specifically designed and manufactured for multiple reuse, and meets the following criteria:
  - (1) Displays in a highly visible manner on the bag exterior, language describing the bag's ability to be reused and recycled;
  - (2) Has a handle; except that handles are not required for carryout bags constructed out of recyclable paper with a height of less than 14 inches and width of less than eight inches; and



- (3) Is constructed out of any of the following materials:
  - (a) Cloth, other washable fabric, or other durable materials, whether woven or non-woven; or
  - (b) Recyclable plastic, with a minimum thickness of 2.25 mils;

- **Customer.** A person who purchases merchandise from a business establishment.

#### **Section 38-163 Regulations.**

- (A) No person may provide single-use plastic carryout bags at any county facility, county-sponsored event, or any event held on county property.
- (B) No business establishment within the unincorporated county limits may provide single use plastic carryout bags to its customers.
- (C) Business establishments within the county limits are strongly encouraged to provide prominently displayed signage advising customers of the benefit of reducing, reusing and recycling and promoting the use of reusable carryout bags and recyclable paper carryout bags by customers.

#### **Section 38-164 Exemptions.**

This chapter shall not apply to:

- (A) Laundry dry cleaning bags, door-hanger bags, newspaper bags, or packages of multiple bags intended for use as garbage, pet waste, or yard waste;
- (B) Bags provided by pharmacists or veterinarians to contain prescription drugs or other medical necessities;
- (C) Bags used by a customer inside a business establishment to:
  - (1) Contain bulk items, such as produce, nuts, grains, candy, or small hardware items;
  - (2) Contain or wrap frozen foods, meat, or fish, whether or not prepackaged;
  - (3) Contain or wrap flowers, potted plants or other items to prevent moisture damage to other purchases; or
  - (4) Contain unwrapped prepared foods or bakery goods; and
- (D) Bags of any type that the customer bring to the store for their own use for carrying away from the store goods that are not placed in a bag provided by the store.

#### **Section 38-165 Penalties.**

- (A) Any business establishment that violates or fails to comply with any of the provisions of this chapter after a written warning notice has been issued for that violation shall be deemed guilty of a misdemeanor. The penalty shall not exceed \$100 for a first violation; \$200 for a second violation within any 12-month period; and \$500 for each additional violation within any 12-month period. Each day that a violation continues will constitute a separate offense.
- (B) In addition to the penalties set forth in this section, repeated violations of this chapter by a person who owns, manages, operates, is a business agent of, or otherwise controls a

business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No business license shall be issued or renewed until all fines outstanding against the applicant for violations of this chapter are paid in full.

- (C) Violation of this chapter is hereby declared to be a public nuisance, which may be abated by the county by restraining order, preliminary and permanent injunction, or other means provided for by law, and the county may take action to recover the costs of the nuisance abatement.

#### **Section 38-166 Effective Date and Review.**

- (A) The provisions of this Chapter shall take effect 8 months from the date County Council enacts this Ordinance provided that the same or a substantially similar Ordinance has been adopted by every municipality in Beaufort County. If the same or substantially similar Ordinance has not been adopted by every municipality in Beaufort County on the date County Council adopts this Ordinance, then this Ordinance shall take effect on the date the last municipality does adopt such an Ordinance.
- (B) Provided this Ordinance takes effect, the County will implement a program to evaluate the success of this Chapter by soliciting input, including statistical data, from all parties and organizations with an interest in this legislation. County Council will review the evaluation three (3) years from the date this Ordinance goes into effect.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas J. Keaveny, II, Esquire  
Beaufort County Attorney

ATTEST:

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Ashley M. Bennett, Clerk to Council

First Reading: November 13, 2017

Second Reading: December 11, 2017

Public Hearing: January 8, 2018

Third and Final Reading:



## Host Compliance Services Agreement

THIS SERVICES AGREEMENT (the "**Agreement**") is entered into as of January 1, 2018 (the "**Effective Date**"), between Host Compliance LLC, ("**Host Compliance**") and City of Beaufort, with an address at 1911 Boundary Street, Beaufort, SC 29902 (the "**Customer**"). This Agreement sets forth the terms and conditions under which Host Compliance agrees to license to Customer certain hosted software and provide all other services necessary for Customer's productive use of such software (the "**Services**") as further described in the attached Schedule 1.

### 1.0 Services.

- 1.1 Subscriptions.** Unless otherwise provided in the attached Schedule 1, (a) Services are purchased as subscriptions, (b) additional service subscriptions may be added during a subscription term, with the pricing for such additional services, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscription.
- 1.2 Provision of Services.** Customer and Customer's end-users ("End Users") may access and use the Services and any other Services that may be ordered by the Customer from time to time pursuant to a valid subscription in accordance with the terms of this Agreement.
- 1.3 Facilities and Data Processing.** Host Compliance will use, at a minimum, industry standard technical and organizational security measures to store data provided by Customer, or obtained by Customer through the use of the Services ("Customer Data"). These measures are designed to protect the integrity of Customer Data and guard against unauthorized or unlawful access.
- 1.4 Modifications to the Services.** Host Compliance may update the Services from time to time. If Host Compliance updates the Services in a manner that materially improves functionality, Host Compliance will inform the Customer.

### 2.0 Customer Obligations.

- 2.1 Customer Administration of the Services.** Host Compliance' responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 2.2 Compliance.** Customer is responsible for use of the Services and will comply with laws and regulations applicable to customer's use of the Services, if any.
- 2.3 Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services and terminate any unauthorized use of or access to the Services. Customer will promptly notify Host Compliance of any unauthorized use of or access to the Services.
- 2.4 Restricted Uses.** Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; or (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so.

## **2.5 Third Party Requests.**

- 2.5.1** "Third Party Request" means a request from a third party for records relating to Customer's or an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
- 2.5.2** Customer is responsible for responding to Third Party Requests via its own access to information policies. Customer will seek to obtain information required to respond to Third Party Requests and will contact Host Compliance only if it cannot obtain such information despite diligent efforts.
- 2.5.3** If Host Compliance receives a Third Party Request, Host Compliance will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Customer of Host Compliance's receipt of a Third Party Request; (B) comply with Customer's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third Party Request, then Host Compliance may, but will not be obligated to do so.
- 2.5.4** If Customer receives a Third Party Request for access to the Services, or descriptions, drawings, images or videos of the Services' user interface, Customer will make reasonable efforts, to the extent allowed by law and by the terms of the Third Party Request, to: (A) promptly notify Host Compliance of Customer's receipt of such Third Party Request; (B) comply with Host Compliance's reasonable requests regarding efforts to oppose a Third Party Request; and (C) provide Host Compliance with information required for Host Compliance to respond to the Third Party Request. If Host Compliance fails to promptly respond to any Third Party Request, then Customer may, but will not be obligated to do so.

## **3.0 Intellectual Property Rights; Confidentiality**

- 3.1 Reservation of Rights.** Except as expressly set forth herein, this Agreement does not grant (i) Host Compliance any intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services, any other products or offerings of Host Compliance, Host Compliance trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.
- 3.2 Suggestions.** Host Compliance may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sub-license, any feedback, comments, or suggestions Customer or End Users send Host Compliance or post in Host Compliance' online forums without any obligation to Customer.
- 3.3 Confidential Information.** Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Host

Compliance, or except as required by law, any Confidential Information of Host Compliance, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" means all information, written or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials of Host Compliance.

#### **4.0 Fees & Payment.**

##### **4.1 Fees.**

- 4.1.1** Customer will pay Host Compliance for all applicable fees upfront annually.
- 4.1.2** Customer will pay any amounts related to the Services as per payment terms detailed on the applicable invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in U.S. funds.
- 4.1.3** Customer acknowledges that while it may choose to delay the implementation of the Services, this is not a valid reason for withholding payment on any invoices. Furthermore, the Customer will not withhold payment on any invoices for any other reason.
- 4.1.4** Except as expressly provided on Schedule 1, renewal of promotional or one-time priced subscriptions will be at Host Compliance's applicable list price in effect at the time of the applicable renewal. Unless Host Compliance provide Customer notice of different pricing at least 75 days prior to the applicable renewal term, the per unit pricing during any renewal term will increase by the larger of the 12-Month Consumer Price Index (not seasonally adjusted), as published by the United States Department of Labor, or five (5) percent. This should be on a per unit price based on the existing annual rate. For example, next year's rate is increased by 5% to \$8,604.75 or \$61.90 per STR. IF the City increases or decreases the number of short term rentals from the base of 134, then the annual fee will be adjusted by \$61.90 per # increased or # decreased.

**4.2 Taxes.** Customer is responsible for all taxes. Host Compliance will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide Host Compliance with an official tax receipt or other appropriate documentation.

**4.3 Purchase Orders.** If Customer requires the use of a purchase order or purchase order number, Customer (i) must provide the purchase number at the time of purchase and (ii) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

#### **5.0 Term & Termination.**

**5.1 Term.** The initial term of this Agreement shall be one year commencing on the Effective Date, which shall automatically renew for a further period of one year upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term. That said, the time period until the earlier of (a) the 6-

month anniversary of the Effective Date, or (b) the start date of Customer's systematic or mass outreach activities utilizing the data obtained through the Services (traditional mail, electronic mail, and/or telephone campaigns), or (c) termination by Host Compliance in our sole discretion, shall be considered a trial period ("Trial Period").

**5.2 Termination for Convenience.** If, for any reason during the Trial Period, Customer is dissatisfied with the Services, Customer may terminate the Subscription and all funds paid under this Agreement will be refunded and future commitments waived.

**5.3 Effects of Termination for Convenience.** If this Agreement is terminated by Customer in accordance with Section 5.2 (Termination for Convenience): (i) the rights granted by Host Compliance to Customer will cease immediately and Customer will no longer have the right to utilize the data obtained through the use of the Services for systematic or mass outreach activities (including traditional mail, electronic mail, and/or telephone campaigns); and (ii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.2 (Termination for Convenience), 5.3 (Effects of Termination for Convenience), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

**5.4 Termination for Breach:** Following the Trial Period, a party may terminate this Agreement for cause upon 45 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

**5.5 Refund or Payment upon Termination for Breach.** If this Agreement is terminated by Customer in accordance with Section 5.4 (Termination for Breach), Host Compliance will refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of termination. If this Agreement is terminated by Host Compliance in accordance with Section 5.4 (Termination for Breach), Customer will pay any unpaid fees covering the remainder of the term of the Agreement. In no event will Customer's termination after the first 6 months relieve Customer of its obligation to pay any fees payable to Host Compliance for the period prior to the effective date of termination.

**5.6 Effects of Termination for Breach.** If this Agreement is terminated in accordance with Section 5.4 (Termination for Breach): (i) the rights granted by Host Compliance to Customer will cease immediately (except as set forth in this section); (ii) Host Compliance may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Host Compliance may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.5 (Refund or Payment upon Termination for Breach), 5.6 (Effects of Termination for Breach), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

## **6.0 Indemnification.**

- 6.1 By Host Compliance.** Host Compliance will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that Host Compliance' technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Host Compliance have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Host Compliance and (ii) any content, information, or data provided by Customers, End Users, or other third parties.
- 6.2 By Customer.** Customer will indemnify, defend, and hold harmless Host Compliance from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Host Compliance regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; or (iii) End Users' use of the Services in violation of this Agreement.
- 6.3 Possible Infringement.** If Host Compliance believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Host Compliance may (i) obtain the right for Customer, at Host Compliance' expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement for the Services; or (iii) modify the Services so that they no longer infringe. If Host Compliance does not believe the options described in this section are reasonable then Host Compliance may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.
- 6.4 General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are Host Compliance' and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

## **7.0 Exclusion of Warranties; Limitation of Liability.**

- 7.1 Exclusion of Warranties.** Except as explicitly set forth in this Agreement, Host Compliance makes no other representation, warranty or condition, express or implied, and expressly excludes all implied or statutory warranties or conditions of merchantability, merchantable quality, durability or fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade with respect to the Services. Host Compliance does not make any representations or warranties of any kind to client with respect to any third party software forming part of the Services
- 7.2 Limitation on Indirect Liability.** To the fullest extent permitted by law, except for Host Compliance and Customer's indemnification obligations hereunder, neither Customer nor Host Compliance and its affiliates, suppliers, and distributors will be liable under this Agreement for (i) indirect, special,



incidental, consequential, exemplary, or punitive damages, or (ii) loss of use, data, business, revenue, or profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible and even if a remedy fails of its essential purpose.

**7.3 Limitation on Amount of Liability.** To the fullest extent permitted by law, Host Compliance' aggregate liability under this Agreement will not exceed the amount paid by Customer to Host Compliance hereunder during the twelve months prior to the event giving rise to liability.

## **8.0 Miscellaneous.**

**8.1 Terms Modification.** Host Compliance may wish to revise this Agreement from time to time. If a revision, in Host Compliance' sole discretion, is material, Host Compliance will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 30 days of receiving notice of the change.

**8.2 Entire Agreement.** The Agreement including the invoice and order form provided by Host Compliance, constitutes the entire agreement between Customer and Host Compliance with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.

**8.3 Governing Law.** This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of California.

**8.4 Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.

**8.5 Waiver or Delay.** Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.

**8.6 Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of Host Compliance. Host Compliance may not assign this Agreement without providing notice to Customer, except Host Compliance may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

**8.7 Force Majeure.** Except for payment obligations, neither Host Compliance nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).

**8.8 Procurement Piggybacking.** Host Compliance agrees to reasonably participate in any "piggybacking" programs pertinent to local government.



Short-term Rental Compliance Monitoring and Associated Services  
HOST COMPLIANCE, LLC  
HCSA - 5-5-2016 - W

**IN WITNESS WHEREOF** Host Compliance and the Customer have executed this Agreement as of the Effective Date.

<p><b>City of Beaufort</b> by its authorized signatory:</p>   <hr/> <p>Name: Title: Date:</p>  <p>Billing Contact: Billing Email: Billing Direct Phone:</p>	<p><b>Host Compliance LLC</b> by its authorized signatory:</p>   <hr/> <p>Name: Ulrik Binzer Title: Chief Executive Officer Date:</p>  <p>Account Executive: Account Executive Email: Account Executive Phone:</p>
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## Schedule 1

### Scope of Services:

#### Address Identification

Monthly email-delivered report and live web-delivered dashboard with complete address information and screenshots of all identifiable STRs in City of Beaufort's jurisdiction:

- Up-to-date list of jurisdiction's active STR listings
- High resolution screenshots of all active listings (captured weekly)
- Full address and contact information for all identifiable STRs in jurisdiction
- All available listing and contact information for non-identifiable STRs in jurisdiction

#### Compliance Monitoring

Ongoing monitoring of the short-term rentals operating in City of Beaufort's jurisdiction for zoning and permit compliance coupled with systematic outreach to non-compliant short-term rental property owners (using City of Beaufort's form letters)

- Ongoing monitoring of STRs for zoning and permit compliance
- Pro-active and systematic outreach to unpermitted and/or illegal short-term rental operators (using jurisdiction's form letters)
- Monthly staff report on jurisdiction's zoning and permit compliance:
- Up-to-date list of STRs operating illegally or without the proper permits
- Full case history for non-compliant listings

#### Rental Activity Monitoring and Tax Collection Support

Ongoing monitoring of jurisdiction's short-term rental properties for signs of rental activity:

- Automatic monitoring of review activity across 15+ STR websites
- Weekly screenshots of reviews and calendars for each active listing
- Quarterly staff report on jurisdiction's STR tax compliance
- Up-to-date list of short-term rental landlords suspected of under-reporting taxes
- Documentation of information that serves as the foundation for the suspicion of tax under-reporting
- Custom reports and analysis to support tax audits and other STR related investigations
- Quarterly pro-active, systematic and data-informed outreach (physical letters) to short-term rental operators regarding their tax remittance obligations (using jurisdiction's form letters)
  - Up to 4 letters each property per year (full color)
  - Letters are 2 pages each (2<sup>nd</sup> page is dedicated to full length screenshot of listing) to improve results for effective compliance



- Selective audit of most egregious violators
- Online submission of platform activity reports

<b>Total Annual Subscription Service Price</b>	<b>\$8,195</b>
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*Note: Above pricing assumes 139 short-term rental listings in City of Beaufort's jurisdiction.*





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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/18/2018

**FROM:**

**AGENDA ITEM TITLE:** Request from the Beaufort Regional Chamber of Commerce for annual Taste of Beaufort event, May 4-5, 2018 - permission for sale of alcohol, street closures, and use of the green in the Marina lot

**MEETING DATE:** 1/23/2018

**DEPARTMENT:** City Managers Office

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*BACKGROUND INFORMATION:*

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***PLACED ON AGENDA FOR:*** Action

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***REMARKS:***

Sale of Alcohol, street closures and use of green area in Marina lot

**ATTACHMENTS:**

Description	Type	Upload Date
Request Letter	Backup Material	1/18/2018



# BEAUFORT, SC

REGIONAL CHAMBER OF COMMERCE

Blakely Williams, President/CEO  
*Beaufort Regional Chamber of Commerce*

Cliff Mrkvicka, Chairperson  
*Lockheed Martin*

Kevin Dukes, Chair Elect  
*Harvey & Battey, PA*

Leigh Copeland, Past Chair  
*Technical College of the Lowcountry*

Evan Wheeler, Director at Large  
*SCE&G*

Christian Kata, Treasurer  
*Ameris Bank*

Russell Baxley  
*Beaufort Memorial Hospital*

Vimal Desai  
*Holiday Inn & Suites – Beaufort*

Chip Dinkins  
*Plums, Inc.*

Ben Duncan  
*Hargray*

Pam Flasch  
*Beaufort Jasper Water Sewer Authority*

Tina Gentry  
*United Way of the Lowcountry*

Terrance Green  
*Coldwell Bankers Platinum Partners*

Andy Klosterman  
*Andrews Engineering*

Frank Lesesne  
*Anchorage 1770*

Whitney McDaniel  
*Wells Fargo Advisors*

Alissa Murrie  
*Fripp Island*

Susan Sauer  
*Discover Tours*

Eric Skipper  
*University of South Carolina*

Mark Stokes  
*Bay Street Jewelers*

Jay Taylor  
*Kinahorn Insurance*

January 16, 2018

Mr. Bill Prokop  
City Manager  
City of Beaufort  
1911 Boundary Street  
Beaufort, SC 29902

RE: Requests for **A Taste of Beaufort**, scheduled for Friday, May 4, and Saturday, May 5, 2018.

Dear Mr. Prokop:

The Beaufort Regional Chamber of Commerce respectfully requests permission from the City Council of the City of Beaufort to allow the following items during A Taste of Beaufort: Music, Arts, & Seafood Festival. The festival features a Friday night concert and a Saturday full of activities throughout the Henry C. Chambers Waterfront Park.

- Permission for alcohol sales (beer and wine) and to allow open alcohol containers in the Henry C. Chambers Waterfront Park during the festival from 5:00 p.m. Friday evening, May 4, 2018, until 6:00 p.m. Saturday, May 5, 2018. We have applied for a temporary Special Event beer and wine license from the South Carolina Department of Revenue – Alcohol and Beverage Licensing. We will contract with the Beaufort Police Department and Fire Department for services in order to provide and ensure a safe event site.
- Permission for street closures to host the Beaufort Crab Crawl 5K Bridge Run/Walk Saturday, May 5, 2018, from 6:45 a.m. – 9:30 a.m. to include a mini-festival with beer & food tastings for participants. The route is as follows: Start/Finish line at Freedom Mall at 8:00 a.m., down Bay Street crossing the Woods Memorial Bridge, to Lady's Island, down Meridian Road then back the same route to Freedom Mall. We have contracted with the City of Beaufort Police Department. We have requested approval from SCDOT regarding closure for Woods Memorial Bridge from 8:00 a.m.-9:00 a.m. We will coordinate with the City of Beaufort Police Department, Beaufort County Sheriff's Department, SC DOT, and the Bridge Section of the Seventh Coast Guard District.



- Permission for street closures at the following times, days, and locations: One direction of Charles Street Extension Friday, May 4, 2018, and Saturday May 5, 2018, to allow loading and unloading of equipment for bands and vendors. Vendors will be required to move their vehicle to an appropriate parking spot after loading/unloading. The other lane of Charles Street Extension will be used for Emergency Vehicles.
- Permission to host an arts and crafts market on the green area across from the Downtown Marina store on Friday, May 4, 2018 from noon – 10:00 p.m. and Saturday, May 5, 2018 from 11:00 a.m. – 5:00 p.m.

Thank you for your consideration and support as we continue to plan successful events that draw both area residents and tourists to our historic downtown district.

Sincerely,

Janessa Lowery  
Events Manager | Beaufort Regional Chamber of Commerce



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 1/18/2018  
**FROM:**  
**AGENDA ITEM**  
**TITLE:** Appointments to Boards and Commissions - Historic Review Board  
**MEETING**  
**DATE:** 1/23/2018  
**DEPARTMENT:** City Managers Office

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***BACKGROUND INFORMATION:***

Applicants interviewed on 1-16-2018.

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***PLACED ON AGENDA FOR:*** Action

***REMARKS:***