



**CITY OF BEAUFORT**  
1911 BOUNDARY STREET  
BEAUFORT MUNICIPAL COMPLEX  
BEAUFORT, SOUTH CAROLINA 29902  
(843) 525-7070  
**CITY COUNCIL REGULAR MEETING AGENDA**  
**October 8, 2019**

**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. Mike McFee, Mayor Pro Tem

**II. INVOCATION AND PLEDGE OF ALLEGIANCE**

- A. Phil Cromer, City Council

**III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS**

- A. Proclamation Proclaiming Red Ribbon Week October 23-31, 2019
- B. Proclamation Proclaiming Beaufort High School Class of 1959 and 1969 Anniversay Week October 1-6, 2019 and the Class of 1999 20th Anniversary Week October 7-12, 2019

**IV. PUBLIC COMMENT**

**V. MINUTES**

- A. Worksession and Regular Meeting September 10, 2019
- B. Worksession Meeting September 17, 2019

**VI. OLD BUSINESS**

- A. Ordinance rezoning (map amendment) of parcels R120 005 000 0257 0000 (2408 Oak Haven) and R120 005 000 043 0000 (flag lot south of 2408 Oak Haven), and portions of R120 005 000 0236 0000 (2406 & 2409 Oak Haven) from T3-S to T5-UC - 2nd Reading

**VII. NEW BUSINESS**

- A. Request from Beaufort Area Hospitality Association for use of the Waterfront Park and Co-Sponsorship to host the Beaufort Oyster Festival – Queen of the Carolina Sea Islands to be held from January 11-18, 2020
- B. Approval of FY 2020 ATAX Grant Recommendations

- C. Approval to allow the City Manager to execute agreement for Beaufort County Multi-Agency Drug Task Force
- D. Resolution in support of the "Hate Crime Bill"

#### **VIII.REPORTS**

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

#### **IX. ADJOURN**



## PROCLAMATION

**WHEREAS**, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

**WHEREAS**, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

**WHEREAS**, governments and community leaders know that citizens support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

**WHEREAS**, the red ribbon has been chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents that belief that one person can make a difference; and

**WHEREAS**, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

**WHEREAS**, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina, hereby proclaims, the week of October 23 -31, 2019 as

### **RED RIBBON WEEK OCTOBER 23-31**

**AND** urge all citizens to join us in this special observance

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 8th day of October 2019

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BILLY KEYSERLING, MAYOR

ATTEST:

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IVETTE BURGESS, CITY CLERK



## PROCLAMATION

**WHEREAS**, education and educational institutions are critical to the long-term health and prosperity of the City of Beaufort; and

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

**WHEREAS**, Beaufort High School has educated generations of Beaufortonians since 1909.

**WHEREAS**, modern day Beaufort High School was formed from the consolidation of St. Helena School, Robert Smalls High School, and Beaufort High School in 1970; and

**WHEREAS**, elements of all three schools were incorporated into the new school. Beaufort High School was created to be inclusive of all three schools and included the name (Beaufort High School) from one, the mascot (Eagles) from St. Helena School, and the colors (Green and White) from Robert Smalls High School; and

**WHEREAS**, Beaufort High School alumni have undoubtedly made positive and beneficial contributions to the City of Beaufort, state of South Carolina, and the United States of America; and

**WHEREAS**, the Class of 1959, 1969, and 1999 alumni have made positive contributions in education, the military, healthcare, business, government, and non-profit organizations; and

**WHEREAS**, the Beaufort High School Class of 1959 is celebrating the 60<sup>th</sup> year since their graduation on October 5, 2019 in the City of Beaufort; and

**WHEREAS**, the Beaufort High School Class of 1969 is celebrating the 50<sup>th</sup> year since their graduation on October 5, 2019 in the City of Beaufort; and

**WHEREAS**, the Beaufort High School Class of 1999 is celebrating the 20<sup>th</sup> year since their graduation on October 11-13, 2019 in the City of Beaufort.

**NOW, THEREFORE**, the City Council of the City of Beaufort, South Carolina, hereby proclaims:

**OCTOBER 1-6, 2019**

**AS BEAUFORT HIGH SCHOOL CLASS OF 1959 AND 1969 ANNIVERSARY WEEK**

**AND**

**OCTOBER 7-12, 2019**

**AS BEAUFORT HIGH SCHOOL CLASS OF 1999 20TH ANNIVERSARY WEEK**

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 8<sup>th</sup> day of October 2019

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BILLY KEYSERLING, MAYOR

ATTEST:

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IVETTE BURGESS, CITY CLERK

A work session of Beaufort City Council was held on September 10, 2019 at 5:00 p.m. at Fire Station #2, 1120 Ribaut Road. In attendance were Mayor Billy Keyserling, Councilwoman Nan Sutton, Councilmen Stephen Murray, Mike McFee, and Phil Cromer, and Bill Prokop, city manager.

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

### **CALL TO ORDER**

Mayor Keyserling called the work session to order at approximately 5:00 p.m.

### **PRESENTATION: DOWNTOWN BEAUFORT MERCHANTS ASSOCIATION'S REQUEST FOR HOSPITALITY FUNDS FOR FY2020**

**Mary and Eric Thibault** made a presentation about the merchant association's events and plans for the coming year.

Mr. Thibault reviewed the group's goals, including outreach, particularly through social media, for which they created a "fantastic website" at [DowntownBeaufortSC.org](http://DowntownBeaufortSC.org) and a marketing committee. They have used various media to promote their "signature event," First Fridays, he said, and have increased foot traffic for First Fridays.

"Challenges ahead" include "mitigating the severe economic impact faced from hurricane activity," Mr. Thibault said, and looking for ways to "offset the loss" of tourists that results after the evacuations, in the period before tourists come back to Beaufort.

Mr. Thibault said the Downtown Beaufort Merchants Association has created an "online marketing hub" that is more than a website; it's "a hub of information about everything downtown." He discussed some of the links and features of the hub. Almost half of the traffic to the site comes directly from social media, he said.

Ms. Thibault pointed out the association's QR code.

The website has been up 6 or 7 months, Mr. Thibault said. He discussed the numbers of followers on Facebook and other social media. The association's target age range is 30 to 65 and "mainly females," he said, and that's who their social media is reaching, but they are going to start targeting it more.

Mr. Thibault said they were a little over-budget on radio ads, which are expensive, so they would be adjusting that to control costs and would focus more on targeting their audience via social media.

The membership in the association has moved up from 34 members to 46, Mr. Thibault said; their target number for this year was 50, so they're close. He presented other data

about First Fridays (e.g., overall sales numbers are “significantly higher” the four times a year that Bay Street is closed for First Fridays).

Mr. Thibault read comments from merchants and galleries about the positive effects of First Fridays on sales and foot traffic. For example, 16% of the average monthly sales at Thibault Gallery occur on First Friday, he said, and at Lulu Burgess, from 5 to 8 p.m. on First Fridays there have been an additional “375 register rings,” year-to-date.

Downtown Beaufort Merchants Association is an inclusive organization, Mr. Thibault said, and he described its activities in the past year. The organization is growing, thanks in part to **Rhonda Carey**, who has helped them identify zones downtown.

Mr. Thibault said the merchant association plans to grow in the coming year by offering “affiliate” and “Friends of Downtown” local memberships, which he described, and by using email lists and targeted social media marketing. This year, the organization will have three new board members, he said.

Mr. Thibault presented a budget breakdown for the coming year. Entertainment is paramount to making First Fridays enticing, he said. The biggest difference in this year’s budget is that no money will be spent on radio ads; the bulk of the budget – other than entertainment – will be spent on social media advertising, he said.

The Downtown Beaufort Merchants Association is asking for \$22,050 from the City of Beaufort, Mr. Thibault said.

Councilwoman Sutton said the First Friday events are “finally happening” after years of trying to get them off the ground. She sees a real difference in the numbers at her store because of the events.

Mr. Thibault said the biggest impact the merchant association has had is on the “cohesiveness of downtown,” where merchants are now communicating better. “It’s made us . . . a cohesive unit,” he said, and he feels “the future looks bright.”

Councilman Murray said he continues to be “impressed” by and “appreciative” of what the Downtown Beaufort Merchants Association is doing. The organization is being led and run by the merchants themselves, and he feels the First Friday events and the website are very well done, especially in encouraging the day trips from Hilton Head and Savannah. He said he supports the group’s funding request.

There is about a 25-30% in-kind contribution by the merchants in the association, relative to the public funding the group receives, Councilman Murray said, which is something he likes to see, and as the association is more successful, he would like to see that amount increase. He asked Mr. Thibault about member dues and other sources of funding for the organization. Mr. Thibault said the merchant association’s income from

annual member dues is \$7,200, with an additional \$1,800 that comes in for “membership co-op advertising”; \$22,050 is the ask the association is making from city council. The average business spends \$150 per month for First Friday, he said.

Councilman Murray said he’d underestimated the in-kind contributions of the merchants, which would be almost twice what he had previously suggested. Councilwoman Sutton said \$150 is what most businesses spend “just for that night,” on First Fridays, while also spending “a lot more” money “for marketing and advertising.” Councilman Murray said he feels \$150 is probably a conservative estimate for what some merchants spend on refreshments and entertainment for First Fridays.

Councilman Murray said if the Downtown Beaufort Merchants Association could successfully get more merchants to stay open later hours, he would support city funding to help market that, so the public would know that businesses were staying open later. It “would make a tremendous difference . . . aligning those hours with when the public actually wants to shop,” he said. Mr. Thibault agreed. Councilwoman Sutton said, “It’s a tough sell.” Mr. Thibault said it is, in “some areas,” but there are a lot of newer business owners who are “energetic” and want to do what it takes “to make all of us successful.” Councilman Murray suggested getting “creative” and providing incentives to “people who want to participate” in having extended hours.

Mr. Thibault asked if Councilman Murray was talking about extended hours during First Fridays or “all the time.” Councilman Murray said he’s thinking “more year-round,” perhaps starting with Thursdays through Saturdays. He understands that labor is expensive, and they might not all want to commit to extended hours in the first part of the week, but he has seen significant foot traffic downtown at 5:30 and 6:00 p.m. on Thursday, Friday, and Saturday evenings, “looking into dark store windows.” The same is true on Sundays. Some stores are open/stay open a little later on those days, for which he thanked them. If the majority of the downtown shopping district was open until 8 or 9 p.m. consistently on certain days, Councilman Murray said, and that were marketed, people would come to expect it and would come downtown. He said they have all heard from hoteliers that people who check in at 2 or 3 p.m. on a Friday or Saturday, walk downtown in the early evening after settling in, and “want to spend money, but there’s nowhere to do it.”

Mayor Keyserling said the Downtown Beaufort Merchants Association has “done what you said you were going to do.” He asked if there is duplication between the CVB’s website and the merchant association’s, and if they could talk to the CVB about the sites being “tied more closely.” Mr. Thibault said he would love to do that and thinks it’s a good idea.

Mayor Keyserling asked how much the city is contributing in-kind to First Fridays, via **Linda Roper’s** and Ms. Carey’s time on those events. **Kathy Todd** said that hasn’t been quantified. Ms. Roper said, “It’s 2 to 3 people every Friday for 4 to 5 hours, not to

mention" coordination ahead of time, on which she said she couldn't put a number. Mayor Keyserling suggested putting "numbers on those hours" to "get a real picture of what" the city is contributing in-kind. There might be another \$5,000 to \$7,000 that the city is giving to this effort, over and above the hospitality funds.

Mayor Keyserling said many downtown retail studies have shown that, other than retail mix, "the hours" stores are open is "the issue." He wonders whether the increases in sales on First Fridays are because of the promotion of the events or because the stores are open those extended hours on those nights. There are more people in Beaufort on weekends in certain seasons, he said, and there is anecdotal evidence about their disappointment when "everything's closed" in the evenings and on Sundays. "The times when we have more people here, many of the stores are closed," Mayor Keyserling said, so he thinks it's something to think about within the Downtown Beaufort Merchants Association.

Mayor Keyserling said there was brouhaha years ago because of merchants moving to Boundary Street, where he thinks there will now be a lot of growth in retail, restaurants, and "culture" because of available space and "a new audience" of USCB students. He'd like the Downtown Beaufort Merchants Association to think about "getting people" to travel the 8 or 10 blocks from Bay Street to Boundary Street to shop. He thinks it's important to support "those businesses that are leading the way on Boundary Street" and the university. The proximity to the water is an advantage for Bay Street area businesses, but "we pay a price in parking" downtown, Mayor Keyserling said, so they need to look at commercial "as a band that runs around residential." At one point, he said, Main Street Beaufort wouldn't allow Boundary Street merchants to belong, but later they relented and even put Main Street flags on Boundary Street. Councilwoman Sutton said that was "a long time ago." Mayor Keyserling said the right way to grow retail and the neighborhoods by expanding and providing more opportunities in the Boundary Street area and for everyone to "support that area as part of downtown."

Mr. Thibault said Downtown Beaufort Merchants Association's parameters are in its bylaws, but the board could vote to change that in the future to encompass "Midtown and Uptown." Mayor Keyserling said he's saying Boundary Street is "a potential goldmine," and the city needs to be aware of promoting "all of its businesses fairly."

Councilman Murray asked to correct his math from earlier: with \$150 in-kind spent per association merchant per month, the annual in-kind total is \$82,800. Adding in membership co-oping and dues is "another \$9,000 in actual cash investment," so the member merchants are making "a 4-to-1 match over public dollars."

Ms. Roper said the consistency of First Fridays and the merchants' buy-in are what have made them successful. She feels the events are bringing in locals consistently, including inquiries about whether there would be a First Friday during the week of the Hurricane Dorian evacuation.



Mr. Prokop said, if the merchant association were to update its bylaws in the future, the inclusion of Boundary Street businesses in the “core district” would not be on the whole street but “Boundary Street to either Bladen or Ribaut” Road, “back to Carteret Street.” Mayor Keyserling agreed and said he and Mr. Prokop are encouraging them to “think with us about the future.”

Mr. Thibault thanked the city for its faith in the Downtown Beaufort Merchants Association and the help Ms. Roper and Ms. Carey have given them.

#### **EXECUTIVE SESSION**

Pursuant to Title 30, Chapter 4, and Section 70 (a) (2) and (1) of the South Carolina Code of Law, **Councilman Murray made a motion, seconded by Councilman McFee, to enter into Executive Session for discussion of land acquisition, legal advice, boards and commissions, and personnel. The motion passed unanimously.**

There being no further business to come before council, the work session was adjourned at approximately 5:30 p.m.

A regular session of Beaufort City Council was held on September 10, 2019 at 7:00 p.m. at Fire Station #2, 1120 Ribaut Road. In attendance were Mayor Billy Keyserling, Councilwoman Nan Sutton, Councilmen Stephen Murray, Mike McFee, and Phil Cromer, and Bill Prokop, city manager.

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

### **CALL TO ORDER**

Mayor Keyserling called the regular council meeting to order at approximately 7:10 p.m.

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Councilman McFee led the invocation and the Pledge of Allegiance.

### **MINUTES**

**Councilman McFee made a motion, second by Councilman Cromer, to approve the minutes of the city council work session and regular meeting on June 25, 2019.**

Councilman Cromer said on page 3, the word “possibly” in item #6 should be “possibility.” Councilman Cromer and Councilman Murray abstained from voting on the minutes because they were not present at the meeting. **The motion to approve the minutes as amended passed 3-0.**

**Councilman McFee made a motion, second by Councilman Cromer, to approve the minutes of the city council work session and regular meeting July 16, 2019.**

Councilman Murray abstained from voting on the minutes because he was not present at the meeting. **The motion to approve the minutes as submitted passed 4-0.**

### **ORDINANCE AMENDING SECTION 11.6.1.B.2, MINOR ALTERATIONS TO NON-CONFORMING SIGN**

**Councilman McFee made a motion, second by Councilman Cromer, to approve the ordinance on second reading.** Mayor Keyserling said this was in reference to safety measures for local billboards. Councilman Murray said he feels this ordinance “doesn’t go quite far enough” and might allow “billboards to stay” when the community has made it clear that it doesn’t want them in the city. He voted against it on first reading and said he would vote against it again. **The motion passed 4-1, Councilman Murray opposed.**

### **ORDINANCE ANNEXING PROPERTY LOCATED AT 302 PARKER DRIVE**

**Councilman McFee made a motion, second by Councilman Cromer, to approve the ordinance on second reading.** Mayor Keyserling said this is property adjacent to Commerce Park. **The motion passed unanimously.**

### **ORDINANCE ZONING PROPERTY AT 302 PARKER DRIVE**

Mayor Keyserling said this is the zoning for that same piece of property. **Councilman Murray made a motion, second by Councilman Cromer, to approve the ordinance on second reading. The motion passed unanimously.**

**ORDINANCE ANNEXING PROPERTY AT 35 AND 43 PARRIS ISLAND GATEWAY AND 41 AND 46 BROAD RIVER BOULEVARD**

Councilman McFee made a motion, second by Councilman Murray, to approve the ordinance on second reading. The motion passed unanimously.

**ORDINANCE ZONING PROPERTY AT 35 AND 43 PARRIS ISLAND GATEWAY AND 41 AND 46 BROAD RIVER BOULEVARD**

Councilman McFee made a motion, second by Councilman Murray, to approve the ordinance on second reading. The motion passed unanimously.

**ORDINANCE REZONING R120 026 000 146A 0000, NEIGHBORING 2811 BOUNDARY STREET**

Councilman Murray made a motion, second by Councilman Cromer, to approve the ordinance on second reading. The motion passed unanimously.

**ORDINANCE APPROVING THE ACQUISITION OF 13.91 ACRES OF PROPERTY LOCATED IN COMMERCE PARK FOR ITS CONTINUED IMPROVEMENT AND EXPANSION**

Councilman Murray made a motion, second by Councilman McFee, to approve the ordinance on second reading. The motion passed unanimously.

Councilman Murray made a motion, second by Councilman McFee, to adjourn the Executive Session. The motion passed unanimously. Mayor Keyserling said there was no action taken as a result of the session.

**ORDINANCE ANNEXING PROPERTY AT 44 AND 50 MILLER DRIVE**

Councilman McFee made a motion, second by Councilman Cromer, to approve the ordinance on second reading. Mr. Prichard said the applicant had spoken to him today and “made it clear that if they didn’t receive T3-N [(Neighborhood) zoning] or above, they have no interest in requesting annexation.”

There was discussion about making annexation contingent upon zoning.

Councilman McFee withdrew his motion and Councilman Cromer his second.

Councilman Murray made a motion to amend the agenda to move item I (zoning of 44 and 50 Miller Drive) above item H (this item – annexation of this property), and to consider annexation of the property to be contingent on approval of the property owner’s requested T3-N zoning. Councilman McFee seconded the motion. The motion passed unanimously.

## **ORDINANCE ZONING PROPERTY AT 44 AND 50 MILLER DRIVE**

**Councilman Murray made a motion, second by Councilman McFee, to approve T3-N zoning for the property on second reading.**

Mr. Prichard said the original zoning request was T4-N, and it was amended to T3-S (Suburban) at the last meeting. The applicant indicated that he would be “okay with T3-N,” Mr. Prichard said, offering to compare T3-N “with the existing county zoning” to see the differences.

In the county, the property is currently zoned T3-Hamlet Neighborhood (HN), Mr. Prichard said, which allows single-family residential and duplexes. It’s “a little bit more intense than what the city would allow,” he said, because it allows group homes and community residences by right. The city’s T3-N zoning allows single-family dwellings by right; 2- to 3-unit dwellings are allowed as conditional uses, not by right. Mr. Prichard said group dwellings are not allowed in T3-N.

Mr. Prichard explained what “conditional use” means by showing the applicable section of the code for 2- to 3-unit dwellings in T3-N.

**Dan Keefer**, of Witmer Jones Keefer, said he is representing the applicant, who was looking at T4 zoning because of “the uses that were . . . being promoted” for a “walkable village” in the Lady’s Island Plan. They thought this community could be “more in that ‘Village’ component” with “2 or 3 residential types.” Ideally, he said, it would be mostly single-family residential but with some row homes or townhomes. After the last council meeting, Mr. Keefer said, they looked at T3-N zoning, and they think they “can make that work,” doing the townhomes through “a separate process.” The project is not contingent on having those, he said.

This property is within the growth boundary, Mr. Keefer said. He cited aspects of the “Village Principles” that they want to follow; for example, “walkability is critical,” so they would have sidewalks, “a nice streetscape,” and front porches, but to do that, they need T3-N zoning.

Mr. Keefer said the plan is to tie into the existing road network with appropriate buffering and protection of existing access.

Councilman Murray asked Mr. Prichard to discuss the public process that would have to occur “before we start seeing vertical development.” Mr. Prichard said this development is likely to be large enough to be considered a major development, so the next step would be for it to go to the DRB (Design Review Board) for evaluation, and those meetings would be “open to the public as well.” If what the applicant wants to do it “by-right, it would not come back to city council or the planning commission,” he said. The city’s Technical Review Committee (TRC) of various experts would also evaluate the plans to ensure they meet all of the requirements, Mr. Prichard said; that committee

provides their comments to the DRB.

Councilman Murray asked Mr. Prichard to review what would be required of the developer. Mr. Prichard said they use the "Transportation Engineering Manual" to "estimate what the additional traffic will be from any type of development." He explained what triggers a traffic impact analysis, for which the developer would have to hire a transportation engineer to "evaluate what the impact" of the development "would be on the streets." He then explained the processes for stormwater and tree removal.

Councilman Murray said at its last meeting, council voted in favor of annexation and for T3-S zoning; the applicant had asked for T4 zoning, but council felt that was "considered an upzoning over the T3-Hamlet Neighborhood, which is the current county zoning," and council was not in favor of that. He said Mr. Prichard's presentation showed that T3-N is compatible with the existing zoning, "and in some cases, it's actually a downzoning."

Mayor Keyserling said there are a number of plans (e.g., the Northern Regional Plan, the Lady's Island Plan, Civic Master Plan) that might give "almost a nightmare" to a developer who wants to buy a property and current residents of an area "who don't know what's going to happen to their neighborhood." He explained that the original zoning request "didn't quite fit," so council passed T3-S on first reading, which "allows more opportunity," and "the closest thing we could find to it, frankly, was T3-N, which the buyer says [he] can live with." This zoning would mean there would be no commercial activity in this residential neighborhood, but it would be a "more urban" residential development that would reflect "both the city's master plan and the Lady's Island master plan because it is in what is called the Village Center."

Mayor Keyserling feels T3-N doesn't "do what the T3-S does," since T3-S "is a down-zoning, rather than what was supposed to happen within the Village Center and the growth boundary [per] the Comprehensive Plan and the Lady's Island Plan." Of all of the zoning choices, T3-N seems to work best to protect it from commercial development while allowing "a more urban type of residential," he said.

**Billy Powell**, 9 Bent Oak Road, said he lives in the neighborhood that would be affected by this development. He doesn't know anyone who is against the development of the property as Mayor Keyserling described it, and his neighborhood doesn't "want to deprive anybody of the right to develop their property," or to own an affordable home, "or to live in a home with sidewalks and a lake." What they don't want is "our neighborhood being negatively impacted by the construction of this," Mr. Powell said. He described the traffic he can see from his front porch, which currently is his neighbors coming from and going to work, and on "Miller Drive [at] Sams Point Road." If 50 homes are developed "at one time," he said, there would be a lot of construction equipment and workers "going into that piece of property that's only accessible from Miller Drive."

The side roads were not designed for “major construction to come in and out of them,” he said. Traffic on the street would go from 5 residents’ vehicles a day to “100 dump trucks” and other construction equipment “a day” during development, which would “negatively impact us.” The development needs to be done slowly to avoid negatively affecting the existing neighborhood, Mr. Powell said. He’s also concerned that crimes like theft would increase during this period.

Mr. Powell asked council to consider how they would experience this development if they lived where he does. He and his neighbors understand that growth is necessary, so they’re not arguing against property owners’ rights or the sale and development of this property; they “just want to know that there is consideration and careful planning,” including traffic impact analysis and other studies of what the development is “going to do to the existing neighborhood.”

Mr. Powell said it helps to have the developer and seller at this meeting. He’s not sure he understands the difference in the T3 zonings, but he does “understand that it’s not a T4.” There are 377 signatures on a petition from those living in the existing community, plus those of others who attended the last council meeting, he said. There are “a lot of people who aren’t necessarily against the development of the property,” Mr. Powell said, but who are concerned “about how it’s going to be developed, and that is going to impact our lives.”

**Charlene Richards**, 10 Wiggins Road, asked if T3-S allows “multiple-dwelling homes.” Mr. Prichard said it doesn’t. She said, “But the T3-N does.” Mr. Prichard said current county zoning allows duplexes there. “T3-N allows 2- or 3-unit dwellings, but only on the corners and only with an alley running behind them,” he said, noting that it also allows only 2 of these dwellings per block. He then reviewed what is and isn’t allowed in T3-S.

Ms. Richards said she doesn’t “believe 2- to 3- unit buildings would fit in our neighborhood,” where there are none now. “If they want to develop it and keep it similar to what we have – just single family homes – I’ve got no problem with that,” she said, but she doesn’t feel the 2- and 3-unit dwellings would “blend in very well.”

Mayor Keyserling said many people aren’t aware of planning until they’re affected by it. For the Lady’s Island Plan, “there was a dividing line between what would be more urban and what would be more suburban,” he said. That line means that “one side of the street . . . could be different than the other side . . . by the very nature of that plan,” Mayor Keyserling said, “because there has to be a point at which there’s a beginning and an end.” This would be “a different kind of a neighborhood” than it is now, but there wouldn’t be commercial development or high-rises there, he said, though there is no plan yet, so no one knows exactly what will be there. Though it “won’t be the same,” the transition to the different aspects would be gradual, Mayor Keyserling said, and he provided examples of the kinds of things that might be in the neighborhood, such as a common pond for public use, rather than one that was on private property. He

suggested Ms. Richards look at the City Walk development, which blended new homes into a traditional neighborhood of houses that were built from 1940s to the 1960s.

Ms. Richards said that the City Walk development didn't include "multiple-dwelling units" and "2-story houses" among the existing single-family houses in the surrounding neighborhood. Councilman Murray said there are "2-story units in your neighborhood today," though most are a single story. Ms. Richards said 2 of them had just been built.

Councilman Murray said the city worked with the county on the Stantec traffic report using Walmart impact fees. Last November, a referendum brought in \$30 million that is being used for traffic improvements. Already, there is a traffic signal proposed at the intersection of Miller Drive and Sams Point Road, he said, and that would occur whether or not this development happens. Ms. Richards said when that traffic light goes in, "It's going to be a nightmare for the people to get out of" a small adjacent neighborhood.

**Dan Westover**, 1 Sunrise Boulevard, asked council to "consider an easement through the school during the construction time" because there is "very low tree cover all the way down Miller" Drive, and the street wasn't designed for heavy traffic. Mayor Keyserling said that sounds like something the city could explore if this happens. It would be up to the school board to grant such an easement, he said. Mr. Westover said the city could recommend it. Councilman Murray said the Beaufort Code "encourages road connectivity where possible," so that would be staff's position, and he feels this is worth discussing more, "whether or not we can make it happen."

There was no further public comment.

Councilman McFee said council is very open to the neighborhood's concerns and also supports property rights. Lady's Island residents are "our neighbors," he said, even if they're not council's constituents, so he appreciates their participation in the process.

Councilwoman Sutton said council needs to look at "the big picture." T3 zoning wouldn't allow commercial development, and she believes T3-N is "suitable for this piece of property."

Councilman Cromer agreed. He did not favor upzoning, but he does favor T3-N, which is a downzoning from the current county zoning.

Councilman Murray agreed with what other council members had said. He empathizes with the neighbors, but he's also "a firm believer in property rights." He encouraged all the residents of Lady's Island to read the Lady's Island Plan and to participate in the processes related to the development of Lady's Island. He has heard what all of the residents have said they do and don't want, and he noted that he found out that there is "no way" the pond there could be filled in, which was a concern the neighbors had raised. He said the public coming to the Metropolitan Planning Commission (MPC) and

council meetings “has made a difference,” and he trusts staff will be very careful to see that this project is developed responsibly.

Mr. Powell said the county’s T3-HN zoning “allows more” than the city’s T3-N zoning does. If the county allows more, he asked, “then why are we here?” Mr. Prokop said he has “36 property owners that want to work with the city instead of the county,” so they are requesting annexation; “it’s not just” that way for this developer. These are independent property owners who have come to the city about annexation for various reasons, including customer service. Mr. Powell asked, if the developer could remain in the county and develop “even further than what he’s asking for” from the city, why he would want to annex into the city. He is hearing that it is “harder to get stuff developed through the county than it is through the city,” and he asked if that is because county council has 11 members and city council has 5. Mayor Keyserling said he doesn’t like to pit the county against the city, but he knows that it is simpler to deal with the city because it is “more compact,” “happens to be more customer-friendly,” and has “a smaller customer base.” It’s “the culture of a large government” versus a small government, he said.

Mayor Keyserling explained the agreement with the county in the Northern Regional Plan that applies to the growth boundaries and annexation.

**Bruce Richards** asked whether the city would take over the drainage for the neighborhood that runs through the subject property and is currently maintained by the county. He said someone at the MPC meeting had “mentioned . . . easy access from the school,” but that wouldn’t be the case “unless you can teach fire trucks to swim” because “that’s where the lake is.” Behind the lake, there is a “saltwater slough that was illegally filled in,” and Mr. Richards asked, “What are you going to do about” that, a “line of demarcation that was illegally moved back on the marsh side,” and “construction materials and other illegal waste that are buried on that property to raise the land load?” He asked if that would be cleaned up. Mayor Keyserling said he can’t answer those questions; these issues would be addressed when the developer goes through the regulatory process that was described earlier (e.g., a stormwater plan, a traffic study, DHEC permitting), but that wouldn’t happen yet.

**The motion in favor of T3-N zoning passed unanimously.**

**Councilman Murray made a motion, seconded by Councilman McFee, to annex the property. The motion passes unanimously.**

**REQUEST FOR CO-SPONSORSHIP FOR USE OF THE WATERFRONT PARK FOR THE “REMEMBERING 9/11” EVENT**

**Councilman Murray made a motion, second by Councilman McFee, to approve the request for the September 11, 2019 event.** Mayor Keyserling said **Donnie Beer**, a former city councilwoman, had started this annual event.



Ms. Beer said what happened on 9/11 would never be forgotten, but she nearly did forget to plan the event. That's been done now, and she's asking for council's help and for everyone to attend.

Mayor Keyserling asked if Ms. Beer would like help with the event from someone equally committed to it, and Ms. Beer said she would like help, but "just don't tell me how to do it." He said he feels this could be included among the city's annual events.

Ms. Carey explained an error she'd made on the co-sponsorship form. **The motion passed unanimously.**

### **CITY MANAGER'S REPORT**

Mr. Prokop said he would deliver the bulk of his report at the next council work session.

During the previous week's hurricane threat, Mr. Prokop said he'd found a picture from August 15, 1940 of "the '40 hurricane," which "did several million dollars worth of damage to Beaufort, and it came from the Bahamas." It struck him as coincidental that this happened almost exactly 79 years ago.

Mr. Prokop thanked city staff, emergency management personnel, and first responders for what they did related to Hurricane Dorian. He explained the particulars of debris pick-up by Waste Pro.

Water Festival was a great event, Mr. Prokop said.

About a month ago, the city received a letter stating that after "almost 4 years of appeals," FEMA would be paying the City of Beaufort "the \$484,000 that they owe us from [Hurricane] Matthew," Mr. Prokop said. He thanked Senator **Lindsey Graham** and Representative **Joe Cunningham** for going to FEMA offices in Washington, DC and lobbying on the city's behalf.

Mr. Prokop welcomed back USCB students who are living in Beaufort, the number of which has increased significantly, from 68 last year to about 108 this year.

Councilman Cromer asked if Waste Pro is running behind on garbage and recycling pick-up. Ms. Roper said those routes haven't been running behind, but yard debris pick-up has. She said she would check on the issue he'd brought up.

### **MAYOR'S REPORT**

Mayor Keyserling thanked Mr. Prokop, the fire and police chiefs, and the Public Works director for what they did to prepare for the hurricane and for "chasing that darn storm away."

## **COUNCIL REPORTS**

Councilman Murray also thanked city staff for doing a good job during the hurricane threat.

Councilman Murray said he's disappointed the HVAC at City Hall is down, given that the unit is just a couple of years old, though he's glad it's under warranty and being repaired quickly. He's glad the council meeting wasn't cancelled.

Councilman Murray said Beaufort Digital Corridor would finish out its CODEcamp season with an "Intro. to Web Development" course. More can be found out about it at BeaufortDigital.com. He said "Co-working at the Corridor" is still taking place on Fridays and is free and open to the public.

Councilman McFee and Councilwoman Sutton both thanked staff for their work during the hurricane. Councilwoman Sutton hoped that there wouldn't be any more hurricanes this year.

**There being no further business to come before council, Councilman Cromer made a motion, second by Councilman Murray, to adjourn the regular council meeting. The motion passed unanimously,** and the meeting was adjourned at approximately 7:45 p.m.

A work session of Beaufort City Council was held on September 17, 2019 at 5:00 p.m. in the Beaufort Municipal Complex, 1901 Boundary Street. In attendance were Mayor Pro Tem Mike McFee, Councilwoman Nan Sutton, Councilmen Stephen Murray and Phil Cromer, and Bill Prokop, city manager. Mayor Billy Keyserling was absent.

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

### **CALL TO ORDER**

Mayor Pro Tem Mike McFee called the work session to order at 5:00 p.m. [SEP]

### **EMPLOYEE NEW HIRE RECOGNITION**

Alan Eisenman introduced Morgan Ganoë, a new business license administrator. [SEP]

David Prichard introduced Joan Furlong, a new senior planner/urban designer. [SEP]

### **PRESENTATION: JOINT HOUSING TRUST FUND**

Eric Greenway, Beaufort County community development director, made a presentation about the "SoLoCo Regional Housing Trust Fund."

Mr. Greenway explained the formula to determine what attainable/affordable housing is. The Beaufort County AMI (area median income) for a family of 4 is \$83,000 a year. 80% of that is about \$62,000, he said, and "30% of that number would be what you'd expect someone – for the project to be affordable or attainable – to pay [for] monthly rent or a mortgage," which is about "\$1,100 or \$1,200."

Affordability is "a major issue" in this region, Mr. Greenway said. Beaufort and Jasper Counties have been growing at a "significant" rate of 17% in the last 8 years or so. In addition, accommodations and food service, arts and entertainment, retail, education, and health services are in the top sectors of employment by industry in Beaufort County; employees in all of these industries would benefit from affordable housing, he said.

Beaufort County commissioned Bowen to do a housing needs assessment, Mr. Greenway said, and it "paints a picture of where we are right now." This region will need an additional 15,000 dwelling units in the next 10 years, Mr. Greenway said. The highest need is for moderate market-rate rental housing (rents of \$750 to \$1,250/month) and entry-level/workforce for-sale housing (priced below \$150,000). The second highest need is for affordable rental housing (rents under \$750/month) and moderate for-sale housing (priced between \$150,000 to \$250,000), he said.

Mr. Greenway said there are multiple solutions to deal with affordable housing in our region. A subcommittee of the SoLoCo board was charged with presenting a framework

to adopt a multi-jurisdictional housing trust fund (HTF). There are more than 780 HTFs in cities, counties, and states in the US, which generate more than \$1.5 billion per year for affordable housing, he said. They are established by elected governmental bodies at city, county, or state levels.

Mr. Greenway defined a regional housing trust fund.

The SoLoCo subcommittee researched housing trust funds in Savannah, which is “our closest neighbor with a housing trust fund”; Greenville, South Carolina, for an example of a housing trust fund in South Carolina, and King County, Washington, which is a regional/multi-jurisdictional model, Mr. Greenway said. He described the aspects of the two phases of the Greenville study that were done before the city decided to do an HTF program. Their HTF is governed by executive boards, he said, and funding came from city council (\$2 million), philanthropic contributions (\$1 million), \$1.3 million that yielded \$47 million in leveraged funding, and 4 gap financing projects.

“A regional problem needs a regional solution” is the King County HTF slogan, Mr. Greenway said, and the steering committee suggested this would apply in our region as well, so it suggested a multi-jurisdictional housing trust fund. Widening the jurisdictional boundaries produces high financial leverage capabilities, produces a large number of dwelling units per year, and leverages existing organizations as partners, he said.

Affordable housing is an economic development issue, Mr. Greenway said. In some parts of Beaufort County, people can’t find enough workers to keep their businesses open because those workers can’t find affordable housing. Some companies are able to find solutions on their own to this problem, such as by organizing vans to transport workers who live far away in places where they can afford housing, and by financing temporary housing for employees.

Mr. Greenway reviewed the process for establishing the SoLoCo regional housing trust fund:

1. Secure funding from each jurisdiction for a consultant through intergovernmental agreements
2. Develop and distribute an RFQ
3. Appoint a steering committee
4. Prepare a consultant contract and start work

When the RFQ is out, they will ask Beaufort for two representatives for the steering committee, Mr. Greenway said. Councilman Cromer asked if the steering committee would be responsible for providing “the input for what the consultant does,” and Mr. Greenway said yes.

Mr. Greenway feels the housing trust fund will take them from doing dozens of units a year to doing “hundreds of units every year, if we want to take that step.”

Councilman Cromer said Greenville had a \$2 million surplus that it contributed, and the city was able to leverage money from large area businesses; without those funding sources, he asked what would be done here. Mr. Greenway said he doesn't know what those options are yet, but he recommended against worrying about funding right now; he feels "we're doing things right."

Councilman Murray asked about the composition of the steering committee: There are a couple of each group (realtors association, home builders association, etc.) on both ends of Beaufort County but only one representative of those groups on the committee. Mr. Greenway said they would work that out.

Councilman Murray said he is concerned that there isn't "some structure to incentivize projects in our existing urban areas." Beaufort is losing its young professionals, he said, and an HTF could "help solve a lot of the problems that we're facing," but he would "hate for urban municipalities to contribute to this fund to incentivize a development pattern that's going to increase sprawl into Jasper County, when I think that's going to occur anyway." He'd like a consultant to look at a way to provide incentives for redevelopment in urban corridors. Mr. Greenway said, "Planning touches everything," and "planning has to have balance," so they will need the framework in place to do that, which he hopes the steering committee will help with. They want to "reduce travel distances" for people to get to the places where they're able to find work, he said.

Councilman Murray said the Bowen National Research study did a good job of showing "possible tools," one of which is "regulatory fees for all classes of housing." Every one is basically charged the same thing, he said, even though higher-end houses and developments "drive up the prices for everybody." The study indicated that both low- and "a significant amount of higher-priced tiers" of housing are needed. Council has charged Beaufort city staff with looking "at our regulatory fees," Councilman Murray said. There needs to be a "comprehensive" housing program, he feels.

Mr. Greenway agreed and said fees at the local government level are one issue, but also, people complain that the impact fee for water and sewer "is astronomical," which is may be, so they need to get BJWSA representatives in a room to discuss options to work together to bring those fees "more in line" for affordable housing projects. He said there is language in the RFQ that asks the consultant to look at the regulatory framework and to point out "impediments to doing attainable/affordable housing." They will possibly have to address code issues, too, Mr. Greenway said.

#### **FY2020 ATAX (ACCOMMODATIONS TAX) GRANT RECOMMENDATIONS - TOURISM DEVELOPMENT ADVISORY COMMITTEE (TDAC)**

**Vimal Desai** said TDAC met last Thursday to hear grant request presentations.

The full amount of ATAX to be distributed – after subtracting amounts budgeted for

police support and repairs to The Arsenal building and adding \$41,000 from the “enterprise fund” – was \$201,935, and TDAC received \$390,000 in grant requests, Mr. Desai said, so the committee decided the majority of the funds should go to the Convention & Visitors Bureau (CVB), which is the city’s DMO (designated marketing organization) because of the high rate of return for the dollars it has been awarded. The focus was on bringing “new tourism opportunities,” rather than on “existing, successful tourism opportunities,” he said.

**Jonathan Sullivan** said, “The big things we were talking about” were how to “inspire organizations to hold events or activities that will generate overnight accommodations when we see dips in our tourism economy,” and “how to better diversify our marketplace.” He discussed a TDAC recommendation that council supported from the previous year to fund “a group sales initiative” by the CVB. “Our market really consists of two types of consumers:” military and leisure travelers, Mr. Sullivan said. Only about 8% of the market is business travellers, he said, so “last year the CVB asked for funding to grow group” travel and to get new business during the week. They successfully generated about 2,000 overnight stays, which at “our market rate is about \$180,000 in new business, which happens during the week.” Sunday through Wednesday occupancy is low, he said, so they are looking at how to “inspire groups to do activities” and to travel here during the week.

Councilman Murray asked if TDAC recommended funding for any of the other organizations that applied. Mr. Sullivan said they didn’t collect the spreadsheet with the committee’s scores of those organizations and their recommendations; they thought **Kathy Todd** would have provided them in council’s packets. He said they had made recommendations assuming that they could use the enterprise funds.

Mr. Sullivan said this is his fourth time on TDAC, and he feels this was the best year yet, in terms of the thoroughness of the applications and the data applicants provided.

#### **BEAUFORT COUNTY ECONOMIC DEVELOPMENT UPDATE**

**John O’Toole**, executive director of the Economic Development Corporation (EDC), gave out a handout with an update.

71% of the leads he gets come from a company or an individual already in Beaufort County, Mr. O’Toole said. He provided a “dashboard” of numbers for Beaufort County. North of the Broad, those numbers included 213 new jobs, an average salary just under \$52,000, \$2.7 million in incentives to companies, and \$422,000 toward City of Beaufort projects.

Mr. O’Toole said the additional funding they are getting is allowing lead generation, and they are working on developing the EDC’s relationship with Southern Carolina Alliance. He discussed some of the “trade missions” he would be going on. Many leads are coming from Connecticut, New York, and New Jersey, he said.

The EDC will do a feasibility study on private fundraising, Mr. O'Toole said; this would help with economic development sustainability.

Mr. Prokop secured three proposals to improve the second floor of the Beaufort Digital Corridor BaseCamp, Mr. O'Toole said. He discussed some of the projects that the EDC has worked on and brought in. As far as creating a brand for Beaufort, Mr. O'Toole feels it's a good one, and city staff extends a courtesy to business people who come here that creates that brand and makes a real difference to those people.

There is more to come in the future on the spec building in Beaufort Commerce Park, Mr. O'Toole said. If they don't have an answer this week – which he anticipates they will – they “expect to go out for funding on it.”

The county and the EDC board have asked him to “look at product for the future” and to identify sites between now and the end of the year, Mr. O'Toole said. He feels that the proposal with the Gray family in Commerce Park is a better alternative than building sites in Yemassee, for example. There need to be a few improvements at Commerce Park, he said, but they're relatively small. The real success is with projects that are of a smaller scale than Volvo or Boeing. If the county wants to fund it, Mr. O'Toole would recommend “parcels around Parker and Bay Pines” that could be added to Commerce Park, rather than building another industrial park elsewhere.

The Myrtle Business Park is inching forward, Mr. O'Toole said. They need to “get something done on product,” because “we can sell, but you have to have something to sell,” he said. He discussed several large buildings in Beaufort and the surrounding area that “we need to sell.”

Mr. O'Toole said 223,920 square feet of real estate has been “absorbed” by new construction and in existing buildings in Northern Beaufort County. He has 8 prospects in Buffalo and Ontario that are all looking for “20,000 square feet, which would be an ideal fit for the commerce park.” The EDC board voted unanimously to use \$208,000 in site funds from the county to assist in the city's purchase of the Gray property adjacent to Commerce Park, he said.

Mayor Pro Tem McFee said there have been reverberations from economic development in his real estate office because they have seen new employees there who are searching for homes.

Mr. O'Toole said agricultural jobs are “dragging our numbers down” on per capita income in Beaufort. The current average salary here is in the \$40,000 to \$50,000 range, he said.

Councilman Murray said when they are creating jobs with a \$54,000 average wage, it should raise Beaufort's per capita income, which had sunk to about half that amount.

Councilman Murray said the process for the spec building RFP has been really frustrating, and it's a big problem because they've had success because of Mr. O'Toole and **Charlie Stone's** leadership, but they have no product. In 14 months, they've absorbed 174,000 square feet of industrial space in Northern Beaufort County, and now "we are out of buildings," he said. Councilman Murray said he'd have a real problem asking for more money for lead generation and marketing when "they have nothing to sell." The "lack of product will constrain us," he said, if everyone doesn't get serious about raising money. The commerce park is ready to go, and they need to put the companies and leads that they have right now into it, he said.

Mr. O'Toole agreed with what Councilman Murray said, adding that to get investment, "you have to . . . market on your success," so "it's incumbent on us to keep the momentum going."

Mr. Prokop said he, Mr. O'Toole, and others on the economic development team are working together on some issues. The county needs to be helped to understand that there are a lot of other communities that are also trying to get businesses to move or open up there, he said. Just getting them to visit Northern Beaufort County isn't the place to stop, he said. "We are primed right now," Mr. Prokop said, "and now we just have to make it happen."

There was a general discussion about what is happening within the other jurisdictions in Beaufort County, and about networking to generate leads.

#### **BEAUFORT COUNTY STORMWATER MANAGEMENT UTILITY BOARD UPDATE**

Mr. Prokop said **Andy Kinghorn** had been on the stormwater board, and now Mr. Desai is, so he would provide a quarterly update.

**Neil Desai**, City of Beaufort Public Works director, said **Dan Rybak** is the new interim stormwater director for Beaufort County. The Southern Lowcountry Regional Board (SoLoCo) has created draft stormwater design standards, a draft of which has been distributed to the four municipalities and the county. The preliminary review has been completed, and the deadline has shifted to the end of March. Mr. Desai said his initial review has shown that some of the standards apply to the City of Beaufort, while others don't, "as the county is more rural in some areas" than the city is.

The Able recycling facility had a fire in July that promoted concerns among local, state, and federal environmental agencies, Mr. Desai said. Initial reports are that there was no contamination of the Okatie River. The effect on Public Works operations is that the landfill in Ridgeland is now being taxed with loads from that facility, as well as with debris resulting from Hurricane Dorian. Every load has to be documented, which is time-consuming, Mr. Desai said.

Mr. Prokop said the city is using Oliver's for "clean debris" like yard waste. This reduces



the debris in the landfill, too, Councilman Murray said.

Councilman Murray said in the regional stormwater presentations, they want to look at all of Beaufort County as if it's the same when it's not, so the stormwater standards should be different for different areas (urban versus rural, for example). Mr. Desai said the city doesn't want to paint itself into a corner with a prescriptive design standard, and Councilman Murray agreed.

#### **EXECUTIVE SESSION**

Pursuant to Title 30, Chapter 4, and Section 70 (a) (2) of the South Carolina Code of Law, **Councilman Cromer made a motion, seconded by Councilman Murray, to enter into Executive Session for a discussion of land acquisition, legal advice, and contractual arrangements. The motion passed unanimously.**

**Councilman Murray made a motion, second by Councilman Cromer, to adjourn the Executive Session and resume the work session. The motion passed unanimously.**



There being no further business to come before council, the work session adjourned at 8:15 p.m.

## ORDINANCE

AMENDING THE CITY OF BEAUFORT'S ZONING MAP BY REZONING PARCELS R120 005 000 0257 0000 (2408 Oak Haven) and R120 005 000 043 0000 (flag lot south of 2408 Oak Haven), and portions of R120 005 000 0236 0000 (2406 & 2409 Oak Haven) from T3-S to T5-UC

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, 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 compatible with adjacent zoning; and

WHEREAS, it is reasonable to expect that the change of zoning to will improve the marketability of the property; and

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

WHEREAS, a public hearing before the Beaufort City Council was held regarding the proposed change to the ordinance on September 24, 2019, with notice of the hearing published in *The Beaufort Gazette* on July 18, 2019;

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 rezoning the parcels R120 005 000 0257 0000 (2408 Oak Haven) and R120 005 000 043 0000 (flag lot south of 2408 Oak Haven), and portions of R120 005 000 0236 0000 (2406 & 2409 Oak Haven) from T3-S to T5-UC.

(SEAL)

Attest:

\_\_\_\_\_  
BILLY KEYSERLING, MAYOR

\_\_\_\_\_  
IVETTE BURGESS, CITY CLERK

1st Reading

\_\_\_\_\_

2nd Reading & Adoption

\_\_\_\_\_

Reviewed by:

\_\_\_\_\_  
WILLIAM B. HARVEY, III, CITY ATTORNEY



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 10/2/2019  
**FROM:** Rhonda Carey, Events and Tour Operations Coordinator  
**AGENDA ITEM TITLE:** Request from Beaufort Area Hospitality Association for use of the Waterfront Park and Co-Sponsorship to host the Beaufort Oyster Festival – Queen of the Carolina Sea Islands to be held from January 11-18, 2020  
**MEETING DATE:** 10/8/2019  
**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
Request Letter	Backup Material	10/2/2019
Co-Sponsorship	Backup Material	10/2/2019
Co-Sponsorship	Backup Material	10/2/2019



October 2, 2019

Rhonda Carey  
Events Coordinator  
City of Beaufort  
500 Carteret Street  
Beaufort, SC 29902

Greetings Rhonda,

We are delighted to present the attached Special Event Permit application for the inaugural Beaufort Oyster Festival – *Queen of the Carolina Sea Islands*, along with a request for co-sponsorship of this event with the City of Beaufort.

The Beaufort Oyster Festival is envisioned to celebrate all aspects of our Lowcountry oystering culture and agri-tourism economy from historical, to architectural, ecological, agricultural, culinary, artisan, and more.

The full event is conceived as an 8-day festival week corresponding with South Carolina Restaurant Week where focus is given to presenting oyster fare at area restaurants, and culminating in a weekend festival in the Henry C. Chambers Waterfront Park. Area businesses, elementary schools, agri-tourism and eco-cultural businesses, agencies and non-profits will be invited to participate in the event throughout the week in educational, art and oystering programs and demonstrations.

The full event would be scheduled January 11 – 18, 2020. The Festival Weekend would be January 17-18, 2020 in the Waterfront Park. These dates have been chosen specifically to support our local hospitality industry during a traditionally slow time in our market while generating positive economic activity supporting HTAX and ATAX.

It is our hope that this event will grow to become one of the City and Lowcountry's treasured heritage festivals. With this in mind, we are asking the City of Beaufort to partner with BAHA in this inaugural year as we plant the seed.

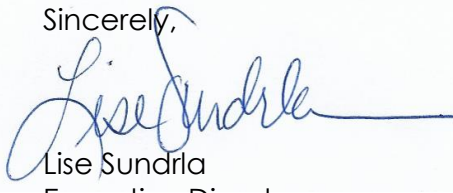
With this partnership, BAHA would like to offer 10% of our net profits to the City of Beaufort in support of the Pride and Place program contributing in reinvestment in our community.

Our request for co-sponsorship includes waiver and/or cost absorption on the following:

- 1) Use of Henry C. Chambers Waterfront Park and associated fees
- 2) Water and Electric
- 3) Waste collection, recycling, portalets and hand-washing stations
- 4) Police and EMS support
- 5) And, related services that include park maintenance and load in/out support

Thank you for your consideration of this request. We look forward to working with the City of Beaufort and our community in celebration of this integral Lowcountry culture and agri-tourism industry.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lise Sundrila", with a long horizontal flourish extending to the right.

Lise Sundrila  
Executive Director

Cc: William Prokop, City Manager  
Linda Roper, Community Services

# REQUEST FOR CO-SPONSORSHIP

## Henry C. Chambers Waterfront Park

Name of Event Beaufort Oyster Festival - Queen of the Carolina Sea Islands

Date of Event: Jan. 17-18, 2020

Contact person: Lise Sundrla, BAHA

Telephone: 843-379-2226

Please check all that apply.

	Yes	No
<i>Are you a "For Profit" entity?</i>		** ✓
<i>Is this a fund raising event?</i>	✓	
<i>Is this event open to the public?</i>	✓	
<i>Is there a required fee / donation to attend this event?</i>		✓
<i>Are you requesting more than two (2) park areas for this event?</i>	✓	
<i>Will there be any type of "sales" for this event?</i>	✓	
<i>Will this event require more than four (4) hours (includes setup &amp; take down)?</i>	✓	
<i>Will alcohol be sold / served?</i>	✓	

\*\*If you answered "no" to the first question, what is your non-profit status? (501 (C) (3), (4) or (6))? 501(c)6

**Request for waivers/co-sponsorship of events must be approved by City Council prior to the event.**

Events Coordinator Recommendation:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_

Forward for Council Deliberation: \_\_\_\_\_

Date of Council Meeting

Council:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_

Explanation: \_\_\_\_\_



**CITY OF BEAUFORT**  
**Waterfront Park Rental Reservation Application**  
**Downtown Operations & Community Development Department**  
**500 Carteret St Ste. B2 Beaufort, SC 29902**

**Phone:** 843-379-7063

**Fax:** 843-986-5606

Name of Event:  <u>Beaufort Oyster Festival - Queen of the Carolina Sea Islands</u>	Date(s) of Event: <u>January 17-18, 2020</u> Setup start/end time: <u>Jan 16, 7:00AM to Jan 17 - 4PM</u> Actual event start/end time: <u>Jan 17 - 4 to 10/Jan 18 - 11 to 5PM</u> Take down start/end time: <u>Jan 18 - 5-10PM</u> <u>with equipment pickup on Jan 19/20</u>
Organization/Individual Name:  <u>Beaufort Area Hospitality Association</u>  Lise Sundrla, BAHA Ashley Rhodes (Ashley Rhodes Event Designs)	Address: <u>916 Port Republic Street, Bft 29902</u>  Telephone: <u>843-379-2226</u>  Email: <u>info@bfthospitality.com</u>

- Completed application must be received and approved by the Events Coordinator.
- All reservations require the applicable refundable security deposit be remitted upon approval of application in order to secure the requested date(s).
- Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to:

City of Beaufort, Attn: Rhonda Carey 500 Carteret St. Beaufort, SC 29902,

or scan and email to [rcarey@cityofbeaufort.org](mailto:rcarey@cityofbeaufort.org).

All events must abide and are governed by the City's Special/Private Events Policy. Organizers will receive a copy of the policy for review. To discuss specifics of the policy contact the Events Coordinator at 843-379-7063.

Is event open to the public? Yes

Will admission be charged or donation required? Free Admission. Tickets required for Food/Beverage

Will alcoholic beverages be sold? Yes Served? \_\_\_\_\_

Will food be sold? Yes Served? \_\_\_\_\_

Will there be any retail sales? Yes. Crafts and retail sale items

Number of people expected to attend: 3000 to 5000 over two days



Areas of the Waterfront Park can be reserved/rented for 4, 6, or 12 hour blocks of time. Please factor time for set up and take down of the event into your chosen block of time. Blocks of time **cannot** be reserved or rented in pro rated increments. **NO exceptions will be made to this policy.**

Security Deposit is due upon approval of application

Fee payment due no less than 30 days prior to event.

Fill out by circling venue area(s) and pricing in blocks of time required for your event. Please indicate need for electrical hookup.

WATERFRONT PARK RENTAL RATES FOR PRIVATE EVENTS			
Park Area	<u>4 HR Block</u>	<u>6 HR Block</u>	<u>12 HR Block</u>
Craft Market Lawn	\$ 200.00	\$ 400.00	
Contemplative Garden	\$ 200.00	\$ 400.00	✓
Pavilion	\$ 350.00	\$ 500.00	✓
Green 1	\$ 300.00	\$ 500.00	✓
Green 2	\$ 450.00	\$ 750.00	✓
Electric Fee	\$ 50.00	\$ 75.00	✓
Entire Park			✓\$2,200.00
Refundable Security Deposit	\$ 500.00	\$ 800.00	\$1,100.00

See this link <http://www.cityofbeaufort.org/group-events-business-license.aspx> to obtain a group business license application for vendors.

Comments:

The Beaufort Oyster Festival is envisioned to celebrate all aspects of our Lowcountry oystering culture

-- economic, historical, architectural, ecological, culinary, artisan, agricultural, and more. The

full event is conceived as an 8-day festival week corresponding with SC Restaurant Week and culminating with the two-day waterfront park event.

Lessee/Applicant Signature

Date

-----This section for City use-----

\_\_\_\_\_  
\_ Events Coordinator - Rhonda Carey

\_\_\_\_\_  
Date Application Received

Deposit Paid: \_\_\_\_\_ Fees Paid: \_\_\_\_\_ Deposit to be Refunded: \_\_\_\_\_



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

---

**TO:** CITY COUNCIL **DATE:** 10/7/2019  
**FROM:**  
**AGENDA ITEM**  
**TITLE:** Approval of FY 2020 ATAX Grant Recommendations  
**MEETING**  
**DATE:** 10/8/2019  
**DEPARTMENT:** City Clerk

---

***BACKGROUND INFORMATION:***

THE TDAC FY 2020 ATAX Grant recommendations are coming before City Council for approval.

Presented and discussed in Worksession on 9/24/19.

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***PLACED ON AGENDA FOR:***

***REMARKS:***

**ATTACHMENTS:**

Description	Type	Upload Date
ATAX	Backup Material	10/7/2019

<b>Applicant for FY - 2019-2020</b>	<b>Program/Event</b>	<b>FY 2019 Request</b>	<b>FY 2019 Approved</b>	<b>Other Source Funds</b>	<b>FY 2020 Request</b>	<b>Score</b>	<b>FY 2020 TDAC Recommended</b>
Beaufort County Black Chamber of Commerce	Cultural Tourism Marketing	75,000.00	\$ -	\$ 325,000.00	\$ 35,000.00	<b>2.72</b>	\$ 3,500.00
Beaufort Arts Association	59th Annual Spring Show	-	-	500.00	2,500.00	<b>3.19</b>	-
Penn Center	Heritage Days	-	-	26,500.00	50,000.00	<b>3.53</b>	2,500.00
Beaufort History Museum	Permanent Exhibit Renovations	-	-	69,424.25	11,620.00	<b>3.87</b>	-
Beaufort Area Hospitality Association	Oyster Fest	-	-	71,560.00	7,500.00	<b>4.06</b>	4,935.00
Santa Elena Foundation	Destination & Heritage Mkt	-	-	6,500.00	6,500.00	<b>4.13</b>	1,000.00
SC Lowcountry & Resort Islands Tourism Commission	2019-2020 General Promotion	29,975.00	20,000.00	520,000.00	33,000.00	<b>4.21</b>	15,000.00
Friends of the Spanish Moss Trail	Downtown Connector - Phase 2	-	-	15,000.00	5,000.00	<b>4.26</b>	1,000.00
Exchange Club of Beaufort (for CAPA)	Exchange Club Ghost Tours	1,000.00	1,000.00	3,500.00	1,000.00	<b>4.31</b>	500.00
Port Royal Sound Foundation	History Timeline of PR Sound	9,450.00	7,114.50	7,400.00	7,400.00	<b>4.50</b>	2,500.00
Beaufort Film Society	Beaufort International Film Festival	-	-	170,600.00	15,000.00	<b>4.69</b>	3,500.00
Greater Beaufort-Port Royal CVB	Sales Plan	45,000.00	35,000.00	64,500.00	35,500.00	<b>4.72</b>	25,000.00
Greater Beaufort-Port Royal CVB	Visitor Center Engagement	45,000.00	30,000.00	84,000.00	40,000.00	<b>4.74</b>	13,000.00
Greater Beaufort-Port Royal CVB	Destination Marketing	140,000.00	135,000.00	794,000.00	140,000.00	<b>4.77</b>	130,000.00
USCB		25,000.00	-	-	-	<b>N/A</b>	
		<b>\$ 345,425.00</b>	<b>\$ 228,114.50</b>	<b>\$ 2,158,484.25</b>	<b>\$ 390,020.00</b>		<b>\$ 202,435.00</b>



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## CITY OF BEAUFORT

### DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

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**TO:** CITY COUNCIL **DATE:** 9/26/2019  
**FROM:** Matt Clancy, Chief of Police  
**AGENDA ITEM TITLE:** Approval to allow the City Manager to execute agreement for Beaufort County Multi-Agency Drug Task Force  
**MEETING DATE:** 10/8/2019  
**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
Agreement	Cover Memo	10/4/2019

BEAUFORT COUNTY MULTI-AGENCY DRUG TASK FORCE  
AGREEMENT

*By and between*

*The TOWN OF BLUFFTON and the CITY OF BEAUFORT and the  
BEAUFORT COUNTY SHERIFF'S OFFICE*

THIS BEAUFORT COUNTY MULTI-AGENCY DRUG TASK FORCE AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the OFFICE OF THE SHERIFF OF BEAUFORT COUNTY, a body politic duly created and existing pursuant to the provisions of S.C. Code Ann. § 4-9-10, *et seq.* (the "**Sheriff**"); the TOWN OF BLUFFTON, a South Carolina municipal corporation, created and existing pursuant to South Carolina Code Ann. § 5-7-10, *et seq.*, (the "**Town**") located within Beaufort County with the expressed consent and approval of the TOWN OF BLUFFTON POLICE DEPARTMENT, the law enforcement authority for the Town of Bluffton; and, the CITY OF BEAUFORT, a South Carolina municipal corporation, created and existing pursuant to South Carolina Code Ann. § 5-7-10, *et seq.*, (the "**City**") located within Beaufort County with the expressed consent and approval of the CITY OF BEAUFORT POLICE DEPARTMENT, the law enforcement authority for the City of Beaufort (herein, the Sheriff, the Town, the City, the Bluffton Police Department and the Beaufort Police Department may collectively be referred to as the "**Parties**" or each individually a "**Party**").

W I T N E S S E T H:

WHEREAS, the Parties acknowledge that strengthening cooperation between local law enforcement agencies is critical to combat and counter criminal activity, including the sale and transportation of illegal drugs;

WHEREAS, establishing sound and reasonable mechanisms to promote and encourage inter-governmental coordination and communication will increase effectiveness by reducing duplication of efforts, inefficient use of law enforcement personnel and resources, and contradictions between police departments; and,

WHEREAS, such mechanisms include establishing inter-agency communications procedures, and information and data exchanges, as well as policy recommendations and technical assistance; and,

WHEREAS, the Parties recognize that the sale of illegal narcotics and other controlled substances within Beaufort County and beyond seriously and adversely affects the safety of residents and citizens and the quality of life for all people within Beaufort County; and,

WHEREAS, the Parties desire to create a Drug Task Force pursuant to the terms set forth herein to provide more effective and professional drug enforcement throughout Beaufort County; and,

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution expressly recognizes and grants "[t]he ability of political subdivisions to enter into an agreement for the joint administration, responsibility and sharing of the costs of services with other political subdivisions"; and,

WHEREAS, Sections 23-20-10 through 23-20-50 of the Code of Laws of South Carolina (1976) as amended provides that any county, incorporated municipality, or other political subdivision of this State may enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions. These sections specify contractual provisions and approvals that are required for such an

agreement. The officers and law enforcement provider under such an agreement have the same legal rights, powers, and duties to enforce the laws of South Carolina as the law enforcement agency contracting for the services; and

WHEREAS, this Agreement is intended to reflect the mutual understandings of the Parties regarding the cooperative measures being undertaken by all parties to enhance their working relationship, to establish greater understanding of the dynamics of illegal drug activity within their respective jurisdictional boundaries, and to permit the Parties to provide more effective public safety services to all residents and visitors of their respective communities; and,

WHEREAS, the purpose of this Agreement is to meet all constitutional and statutory requirements of the State of South Carolina, permitting local governments, political subdivisions, and law enforcement agencies to enter into mutual aid agreements and to adopt and implement written policies and procedures governing interagency cooperation and communication; and,

WHEREAS, the Parties recognize that they do and should operate independently, however, they also recognize the benefits to Beaufort County of effective cooperation in the investigation and policing of the sale of illicit drugs.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereto agree as follows:

## **ARTICLE I.**

### **RECITALS; PURPOSE**

**Section 1.1. Recitals:** The Parties hereto acknowledge, warrant, represent and agree that the recitals contained hereinabove are true and correct in all material respects and are incorporated herein by reference.

**Section 1.2. Incorporation of Beaufort County Multi-Agency Drug Task Force Manual:** The Parties hereto acknowledge, warrant, represent and agree that the *Beaufort County Multi-Agency Drug Task Force Manual*, a true and correct copy of which is attached hereto as **EXHIBIT "A"** (the "*Manual*") and which is fully incorporated herein by reference, shall, unless otherwise noted herein, govern the creation, organization, operation, and responsibilities of the Drug Task Force (as defined herein) and each of the Parties hereto. To the extent that there is any conflict between the Manual and this Agreement, this Agreement shall govern.

**Section 1.3. Purpose.** The purpose of this Agreement is to formally structure and jointly coordinate selected law enforcement activities, resources, personnel and functions in order to disrupt illegal drug trafficking networks and to remove traffickers through a cooperative program of investigation, policing, prosecution, and asset forfeiture. The Parties recognize and agree that this Agreement is not intended to nor shall it create a separate legal entity subject to suit.

**Section 1.4. Capitalized Terms.** Any and all capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Manual.

## **ARTICLE II: ESSENTIAL TERMS**

**Section 2.1. Scope of Services:** The services to be rendered pursuant to this Agreement shall solely involve the conditional transfer of law enforcement officers from one Party's jurisdiction to a multi-agency Drug Task Force (the "**DTF**") pursuant to the terms set forth in the Manual. The scope of services to be provided by the DTF include, but are not necessarily limited to the following:

- (a) To arrest and assist with the prosecution of organized and independent drug offenders;
- (b) To identify, quantify, and respond to emerging drug problems within the jurisdictional limits of the DTF area;
- (c) To enhance levels of cooperation between the Parties while promoting more direct involvement with non-participating local agencies, other task forces (if any), and state and federal law enforcement organizations and/or agencies;
- (d) To develop intelligence, identify potential targets of investigation, and to arrest suspects;
- (e) To assist with the successful prosecution of offenders; and,
- (f) To engage in the transportation of prisoners and/or others, to serve arrest and search warrants, to pursue criminal suspects and criminal interdiction, to engage in vehicle pursuits, to seize property and take such other further action permitted by South Carolina's laws governing civil forfeiture; and,
- (g) To conduct such other activities that are consistent with the purpose of this Agreement and/or the Manual, and as permitted by South Carolina law.

**Section 2.2. Consent and Request for Assistance.** Approval by the governing bodies and duly elected officials, and the execution of this Agreement by the authorized officials of each Party constitutes the agreement of the Parties for the provision of the services and cooperation as further described herein, and to the extent each Party is able.

**Section 2.3. Vesting of Authority and Jurisdiction:** To the full extent permitted by the Constitution and statutes of this State, all authority, duties, rights, privileges, immunities and jurisdiction, including the authority to execute criminal process and the power of arrest, are hereby conferred upon the Parties' duly qualified law enforcement officers acting within and without his resident jurisdiction and surrounding environs area not situated in the officers' employing jurisdiction. Local ordinances adopted by the Parties shall not be deemed extended to those areas located outside of the corporate limits of each Party's respective jurisdiction. All enforcement actions and prosecutions shall remain within the jurisdiction where such actions would be properly brought in the absence of this Agreement.

**Section 2.4. Personnel:** Each Party shall maintain ultimate control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. All rights, duties, and obligations of the Parties as employers and the DTF Investigators as employees shall remain with the individual Parties and each Party shall be responsible for ensuring compliance with all applicable local, state and federal employment laws with regard to the DTF Investigators. Notwithstanding the foregoing, any law enforcement officers assigned by a Party to the DTF under this Agreement or in accordance with the Manual shall be directed by the DTF Commander as to all DTF duties of such DTF Investigators acting as part of the DTF.

**Section 2.5. Equipment; Facilities; and Radio Communication:** Except as otherwise set forth in the Manual, each Party may utilize the equipment and facilities of their own law enforcement agency or other law enforcement agencies in carrying out the Party's obligations set forth in this Agreement.

Notwithstanding the foregoing, this Agreement does not provide either Party with any greater rights to use the equipment of the other Party without its expressed consent.

**Section 2.6. Finances and Costs:** Except as may otherwise be provided in the Manual and to the extent allowable by law, each Party shall bear its own costs incurred in the performance of its obligations hereunder. The conditional transfer of law enforcement made pursuant to this Agreement or the physical location of law enforcement personnel shall in no manner affect or reduce the compensation, pension, disability or retirement rights of such personnel, and such personnel shall continue to be paid by the appropriate governing jurisdiction where they are permanently employed.

**Section 2.7. Records:** The DTF shall maintain its own records concerning the provision and the performance of any services provided by a Party pursuant to this Agreement. In the event of an arrest or the issuance of a summons/uniform traffic ticket by an officer acting outside the scope of his/her jurisdiction pursuant to a valid request for assistance, the issuing/arresting authority shall be required to maintain the records of such event, unless or until the jurisdiction with prosecuting authority provides a written requests for said records.

**Section 2.8. Insurance:** Each Party and/or Controlling Jurisdiction shall maintain its own insurance coverage for general liability, workers' compensation, and such other coverage as may be required by law or deemed advisable by the individual Parties.

**Section 2.9. Duration, Renewal, Modification, Right to Rescind:** This Agreement is effective as to each Party as of the Effective Date and the time of signing and will automatically renew on the anniversary of the Effective Date, year to year, and term to term unless a Party exercises its right to terminate as further described herein. The election of any Party or Parties to exercise this right to rescind/terminate does not in any way affect the rights, duties, privileges, immunities, or obligations of the other Parties. Any Party electing to terminate its involvement under this Agreement must give written notice to the other Parties at least thirty (30) days prior to the effective date of termination of participation.

**Section 2.10. No Indemnification or Third Party Rights:** The Parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its assigned officers. No right of indemnification is created by this Agreement and the Parties expressly disclaim such. The provisions of this Agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this Agreement. To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, each Party to this Agreement agrees to seek its own legal representation and bear its own costs arising out of any litigation that may arise from the performance of its obligations under this Agreement. However, it is understood that this Agreement in no way limits or negates the provisions of South Carolina Code Ann. § 17-13-45.

**Section 2.11. Compensation, Bond and Related Matters:** This Agreement shall in no manner effect or reduce the compensation, pension or retirement rights of any officers acting under its authority and such officers shall continue to be paid by the county or other governmental entity where they are permanently employed. Each Party shall be compensated by the provision of like or reciprocal services. The bond for any officers operating under this Agreement shall include coverage for their activity in the county or municipality covered by this Agreement in the same manner and to the same extent provide by bonds of regularly employed officers of that county.

**Section 2.12. Assignment of Law Enforcement Officers:** Each Party may assign, reassign, transfer or remove such Law Enforcement officers, and other similarly situated individuals to perform the



services contemplated under this Agreement at the discretion of the duly elected Sheriff, Chief or similar competent authority of the sending jurisdiction or his designee.

**Section 2.13. Reimbursement and Ancillary Benefits:** Except as otherwise provided in the Manual, the Parties to this Agreement hereby expressly agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind between the agencies involved to include the benefits of law enforcement and public safety services to each respective jurisdiction. Any other agreement for reimbursement between the Parties must be written and executed in the same manner as this Agreement.

**Section 2.14. Evaluation of Services:** The Parties agree to establish a system to evaluate the performance of services contemplated under this Agreement. This is to be accomplished by an annual review of services by the Parties. The results of the review shall be reduced to writing and each Party shall retain a copy. Any concerns or deficiencies noted shall be addressed in follow up memoranda and made a part of the original review. This process is in no way intended to limit the Parties from discussion service delivery anytime during the contractual period.

### **ARTICLE III: MISCELLANEOUS**

**Section 3.1. Responsibility to Respective Governing Bodies:** Each Party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina Law.

**Section 3.2. Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

**Section 3.3. Other Agreements.** This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of law enforcement personnel, nor does this Agreement restrict in any way the normal cooperative activities between law enforcement agencies concerning any ongoing investigations.

**Section 3.4. Freedom of Information Act.** Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, *Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended*, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the DTF Commander who receives the request. The requesting party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

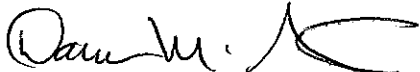
**Section 3.5. Amendments and Binding Successors in Office:** This Agreement and the Manual may only be amended by the written agreement of all of the Parties hereto, and with the written approval of the Parties' governing jurisdictions. Each Party agrees that any and all successors in interest to their Office will be similarly bound by the terms of this Agreement without necessitating execution of any amendment.

**Section 3.6. Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

**Section 3.7. Construction:** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.


*[Remainder of Page Intentionally Left Blank. Signature Page(s) and Exhibit(s) to Follow.]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.


  
(Signature of Witness 1)

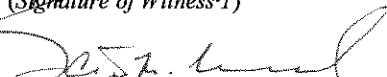
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(Signature of Witness 2)

**BLUFFTON POLICE DEPARTMENT**


BY:   
CHRISTOPHER CHAPMOND, CHIEF  
DATE: 9/13/19

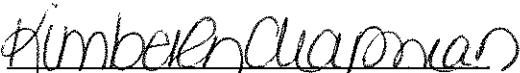
**APPROVED** by the Town Council for the Town of Bluffton on September 10<sup>th</sup>, 2019.

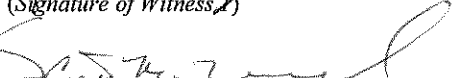
  
(Signature of Witness 1)

  
(Signature of Witness 2)

**TOWN OF BLUFFTON**, a South Carolina municipal corporation.

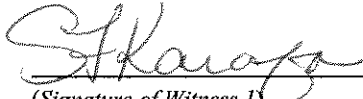
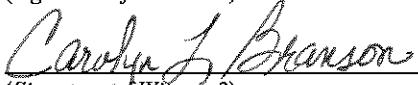
BY:   
LISA SULKA, MAYOR  
DATE: 9.11.19

  
(Signature of Witness 1)

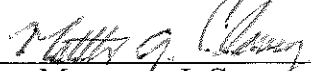
  
(Signature of Witness 2)

ATTEST:   
MARC ORLANDO, TOWN MANAGER  
DATE: 9.11.19

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

  
(Signature of Witness 1)  
  
(Signature of Witness 2)

**BEAUFORT POLICE DEPARTMENT**

BY:   
MATTHEW J. CLANCY, CHIEF  
DATE: 9/26/19

**APPROVED** by the City Council for the City of Beaufort on \_\_\_\_\_, 2019.

**CITY OF BEAUFORT**, a South Carolina political subdivision

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_  
WILLIAM "BILLY" KEYSERLING, MAYOR  
DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

\_\_\_\_\_  
(Signature of Witness 1)

BY: \_\_\_\_\_  
WILLIAM PROKOP, CITY MANAGER  
DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness 2)

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and sealed as of the date first set above.

**OFFICE OF THE SHERIFF FOR BEAUFORT  
COUNTY**

\_\_\_\_\_  
*(Signature of Witness 1)*

BY: \_\_\_\_\_  
P.J. TANNER, SHERIFF  
DATE: \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Witness 2)*



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUFORT, SOUTH CAROLINA, ENCOURAGING THE SOUTH CAROLINA GENERAL ASSEMBLY TO ADOPT H. 3063, 'HATE CRIME BILL.'**

**WHEREAS**, according to the Federal Bureau of Investigations, in 2017, hate crimes across the United States rose by 17 percent and nearly three out of five incidents were related to race and ethnicity ("Incidents, Offenses, Victims, and Known Offenders by Bias Motivation, 2017"); and

**WHEREAS**, South Carolina is one of only five states in the United States that does not have any laws on hate crimes; and

**WHEREAS**, H. 3063 is currently being considered by the House Judiciary Committee; and

**WHEREAS**, H. 3063 provides penalties for a person convicted of a crime with the intent to assault, intimidate, or threaten a person because of his race, religion, color, sex, age, national origin, sexual orientation, or homelessness; and

**WHEREAS**, City Council desires to promote the safe and quiet enjoyment of all residents and visitors; and.

**WHEREAS**, in order to protect the health, safety, and welfare of the citizens and visitors of City of Beaufort, City Council desires to authorize the Mayor to express to the S.C. General Assembly its support for H. 3063, "Hate Crime Bill."

**NOW, THEREFORE BE IT RESOLVED**, the City Council of the City of Beaufort, South Carolina, duly assembled, hereby authorizes the Mayor to express its support for H. 3063, "Hate Crime Bill"

**IN WITNESS THEREOF**, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 8th day of October 2019

---

BILLY KEYSERLING, MAYOR

ATTEST:

---

IVETTE BURGESS, CITY CLERK