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

STATEMENT OF MEDIA NOTIFICATION

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

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

I. CALL TO ORDER
   A. Billy Keyserling, Mayor

II. INVOCATION AND PLEDGE OF ALLEGIANCE
   A. Mike McFee, Mayor Pro Tem

III. PUBLIC COMMENT

IV. MINUTES
   A. Special City Council Regular Meeting March 12, 2019
   B. Worksession Meeting March 19, 2019
   C. Worksession and Regular Meeting March 26, 2019

V. OLD BUSINESS
   A. Ordinance Amending Part 9 Chapter 1 of the City Code of Ordinances to repeal Sections 9-1002 and 9-1003 - 2nd Reading

VI. NEW BUSINESS
   A. Ordinance Amending Section 5.8.4.A Design Standards for Exterior Lighting of the Beaufort Code to Allow Light Poles in Autocentric Areas to be a Maxium of 30 Feet Above Grade - 1st Reading
   B. Approval to allow City Manager to enter into Lease Agreement with Safe Harbor Marinas (SHM Beaufort Downtown Marina, LLC)
   C. Approval to allow City Manager to enter into Law Enforcement Assistance and Support Agreement with the Town of Bluffton Police Department

VII. REPORTS
   ♦ City Manager's Report
- Mayor Report
- Reports by Council Members

VIII. ADJOURN
A special regular session of Beaufort City Council was held on March 12, 2019 at 5:00 p.m. in the Beaufort Municipal Complex, 1901 Boundary Street. In attendance were Mayor Billy Keyserling, Councilwoman Nan Sutton, Councilmen Mike McFee, Stephen Murray, 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 5:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE
Councilman McFee led the invocation and the Pledge of Allegiance.

PROCLAMATION CELEBRATING JUNE STEVENSON'S 100TH BIRTHDAY
Councilman Murray made a motion, second by Councilman Cromer, to approve the proclamation. The motion passed unanimously.

AUTHORIZATION TO ALLOW THE CITY MANAGER TO EXECUTE THE ENGINEERING CONTRACT FOR WATERFRONT PARK PILING REPAIRS
Councilman McFee made a motion, second by Councilman Cromer, to approve the authorization. Kathy Todd said in FY2018, the project to repair the pilings began. The city received a $500,000 grant to repair the remaining pilings, and the city has set aside money to match the grant. The contract is with McSweeney Engineering, which will determine the work needed, etc., she said. The motion passed unanimously.

APPROVE FY2019 BUDGET AMENDMENT #2
Councilman Murray made a motion, second by Councilman Cromer, to approve the budget amendment on first reading. Ms. Todd said the city received a $500,000 Community Development Block Grant (CDBG) for the Greenlawn Drive streetscape project. At the time of the award, the cost was estimated to be $1.7 million, she said, and council authorized $1.2 million in TIF II funds to complete the project. The two bids received were “considerably higher than that,” Ms. Todd said. Preferred Materials, Inc. is the contractor, with a winning bid of $2,148,996.00, and the revised budget for the project totals $2,759,064, she said, so council’s approval is required to release an additional $1,059,365 in TIF II funds.

Ms. Todd said the revised budget does not include the city’s portion of the cost of the duct bank/undergrounding utilities on Greenlawn Drive. The city is awaiting an estimate from SCE&G on that cost. She said the current balance in TIF II after this expenditure would be about $3.8 million. Councilman Cromer said the city also has to pay half of the cost of the duct bank. Ms. Todd said yes, and money has been set aside for that. She explained that some funds for the city’s portion of that cost might be taken out of TIF II
with council’s approval of a future budget amendment. The motion passed unanimously.

**AUTHORIZATION TO ALLOW THE CITY MANAGER TO EXECUTE CONTRACT PENDING DEPARTMENT OF COMMERCE APPROVAL**

Councilman McFee made a motion, second by Councilman Cromer, to approve the authorization. Ms. Todd said the draft contract was part of the RFP document that the South Carolina Department of Commerce had previously vetted and approved. This request is for the city manager to enter into negotiations with the contractor if Commerce approves the contract, which staff expects it will. The motion passed unanimously.

Matt St. Clair explained the division of costs for the duct bank’s construction. There have been 4 utility meetings, he said, but the total cost is still unknown.

**CITY MANAGER’S REPORT**

Mr. Prokop said for the first time, the city would get credits from BJWSA for work on Greenlawn Drive.

**MAYOR’S REPORT**

Mayor Keyserling said he had heard that President Donald Trump had signed a bill today that establishes the Reconstruction Era National Monument as the Reconstruction Era National Historical Park.

**COUNCIL REPORTS**

Councilman Murray said Beaufort County’s retreat is this Thursday and Friday in Bluffton, and he will be attending part of it. The agenda is online, he said.

Councilman Cromer said the Beaufort History Museum had a very successful encampment with Civil War reenactors last weekend; a large number of those who attended were from Canada. Many people who came to see the encampment also went into the museum.

Councilman Murray congratulated CAPA (Child Abuse Prevention Association), which raised $127,000 the previous weekend with its Dancing With Our Stars event.

There being no further business to come before council, Councilman Cromer made a motion, second by Councilman Murray, to adjourn the special regular council meeting. The motion passed unanimously, and the meeting was adjourned at 5:15 p.m.
A work session of Beaufort City Council was held on March 19, 2019 at 5:00 p.m. in the Beaufort Municipal Complex, 1901 Boundary Street. In attendance were Mayor Billy Keyserling, Councilwoman Nan Sutton, Councilmen Mike McFee, Stephen Murray, 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 5:03 p.m.

**DISCUSSION: LIGHT POLE STANDARDS AND/OR APPROPRIATE ZONING**
David Prichard said the Metropolitan Planning Commission (MPC) discussed this issue at its meeting last night. The commission agreed that for predominantly auto-centric parking lots, 15’ light poles were short, he said. The commissioners were okay with staff having some leeway to work with developers to put in taller light poles, if the poles aren’t in a pedestrian space, Mr. Prichard said, and they recommended a range of 12’ – 30’.

Mr. Prokop said the MPC’s discussion also covered the fact that typically, tall light poles are 25’ plus a 3’ pedestal. The commissioners felt Mr. Prichard should have the flexibility to determine the pole height, he said.

Councilman Murray said in the Beaufort Code, the height limit for light poles is currently 15’ in transect districts and 25’ in conventional districts. He asked if the MPC’s recommendation was that the maximum height could go to 28’ in both districts. Mr. Prichard said that was the impression he got, and even that the maximum height could go to 30’.

Mayor Keyserling said he’s hearing that the city should move forward with a text amendment.

Chuck Newton said this “was a much broader issue” when it came up last month. He said the Sea Island Coastal Coalition’s issue is not with light pole heights but that they might be “picking at the code.” There was so much input from the public and developers on the Beaufort Code, so he feels it “seems counterproductive” to “keep modifying the code on a sort of case-by-case basis.” Mayor Keyserling said they weren’t thinking about this issue when the code was written; now they realize that “nothing is going to happen fast, and this needs to be phased in.” If the developer were redeveloping the whole parking lot right away, he said, this might be a different matter.

Councilwoman Sutton said she doesn’t see this as picking apart the code, but as looking at “where we need to be flexible, when we need to be flexible.”
Councilman Murray said council agreed when it passed the Beaufort Code that staff would make a tally of issues that arose with the code for review every 6 months. He doesn’t think of this as picking the code apart, but as honoring the commitment that was made to stakeholders.

Mayor Keyserling compared this matter to the initial story requirements in the Boundary Street Redevelopment District, a requirement that was changed to be only “on principle corners,” not having “it come all the way through.” The initial requirement discouraged development, he said, rather than encouraging it. He feels it defeats the purpose of the code for the city to be “too rigid” with redevelopment. They want to “inspire development,” not discourage it, Mayor Keyserling said.

Mr. Newton feels the “tilt needs to be toward not changing” the code, not toward changing it.

Mr. Prokop said, “We need to stop sending things to the” Zoning Board of Appeals (ZBOA) that don’t fall within the board’s purview. Also, the city always needs to be able to explain why things are being changed in the code, he said.

Councilman Murray said Mr. Newton’s concern about light poles going beyond 30’ in the future is “legitimate,” but public input is important. There are still opportunities for that with this issue, as there will be for any future amendments. There is general agreement that what the city is aiming for is the vision of the Civic Master Plan, he said, but there needs to be a balance with the physical and environmental realities of redevelopment in a small, historic town.

**SCHEDULE FOR THE UPDATE OF THE CITY’S COMPREHENSIVE PLAN**

Mr. Prichard said this is the ten-year anniversary of the Comprehensive Plan, so it’s due for an update. Staff will review the 2009 Comprehensive Plan and the Civic Master Plan and “assess how it is today” to determine “what needs to be changed.” April 5 is the deadline for staff’s assessment, he said, and then there will be a public meeting about the draft changes on April 8 at City Hall at 2:00 p.m. followed by a presentation to MPC on April 15. Mr. Prichard would then like to bring the draft to city council’s work session on April 23.

The Town of Port Royal, Bluffton, Hilton Head, and the county are all also doing their comp plan updates, Mr. Prichard said, so they may work on some aspects of it together.

Councilman Murray said he’d be interested in what staff says about what needs to be modified. As for collaboration with other jurisdictions, he sees both sides; collaboration on costs would be good, for example, but he’s concerned that the county and the other jurisdictions “are very different in some ways.” He’d be concerned that with too much collaboration, the City of Beaufort would not get a comp plan that is “appropriate” for
it. Mr. Prichard said he’s said that whatever happens as far as collaboration is concerned, city council would want “a unique comp plan for them,” as would the other jurisdictions, though there are places where they “could find agreement.”

Mayor Keyserling said the City of Beaufort, Town of Port Royal, and Beaufort County “did the form-based code together,“ and the result was “so generic” that there were aspects that the city didn’t need, so it created the form-based code planning again on its own, and therefore “paid for” the plan “twice.” All of the jurisdictions went farther on their comp plans than was required by law, Mayor Keyserling said, so he asked if “a good bit of the work toward a comp plan” update has already been done, given that, as well as the way the plan has been “tied to the budget” in the last ten years. Mr. Prichard said that’s his expectation. Because council has been updating the city’s strategic plan, he said, he thinks the comp plan will have been effectively updated, too.

Councilman McFee said his only concern is that the staff presentation to the public for its comments is scheduled for 2:00 p.m., and for transparency’s sake, it might be better to have that meeting later, so it’s not in the middle of the workday. He suggested 5:00 or 5:30 p.m. Mr. Prichard agreed and said he would amend the time on the announcement that has been sent to the newspaper.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) NEEDS

Mr. Prokop said “infrastructure” was the city’s top priority, but Barbara Johnson told him when she made her presentation to council that “if we wanted to do infrastructure, we had to have our letter [of intent] in that day,” and “I missed her deadline.” He added that the city has applied for a $500,000 grant for stormwater from a different entity than CDBG.

Deborah Johnson said there’s “a fall category” that “includes special projects,” but the city isn’t currently eligible for that because of the Greenlawn Drive project. However, “if something shifts” (i.e., the Greenlawn Drive project is done by that time), and the city has chosen its top 3 to 5 priorities, it could apply in the fall category, so she suggested doing that so “you’ll be covered.” Kathy Todd said she agrees with that. If the priorities aren’t put in, then “it precludes you from being able to apply” in the future, she said.

Mr. Prokop said he’d suggest the following categories, based on the strategic goals, in this order: affordable housing, stormwater, streetscapes, and infrastructure improvements.

Mayor Keyserling said if the Spanish Moss Trail extension remains a consideration, and if it were to go “through the interior in neighborhoods that qualify,” it would be considered to be “streetscape improvements.” Ms. Johnson suggested calling that priority “streetscape and trails,” and said it would need to be in the city’s top three priorities.
EXECUTIVE SESSION
Pursuant to Title 30, Chapter 4, and Section 70 (a) (2) of the South Carolina Code of Law, Councilman Murray made a motion, seconded by Councilman Cromer, to enter into Executive Session for an update on legal claims. The motion passed unanimously.

Councilman Murray made a motion, second by Councilman McFee, 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 7:24 p.m.
A work session of Beaufort City Council was held on March 26, 2019 at 5:00 p.m. in the Beaufort Municipal Complex, 1901 Boundary Street. In attendance were Mayor Billy Keyserling, Councilwoman Nan Sutton, Councilmen Mike McFee, Stephen Murray, 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 5:01 p.m.

**PRESENTATION: STORMWATER PROJECT AZALEA DRIVE**

Neil Desai, Public Works, made a presentation about the stormwater project on Azalea Drive. He showed the design plans in the area and the project location. Mr. Desai said they had deviated slightly from the plan to save time, money, and materials.

The existing watershed had experienced frequent drainage issues for 15 years and the runoff was coming mostly from the Town of Port Royal watershed at Arthur Horne Park, Mr. Desai said. The drainage structure was undersized and remediation work was done 12 years ago.

Mr. Desai showed photos of the flooding in the project area in 2014 and of the work done on the project in its various phases. He then showed photos of the phases of work at Rosemont and the final phase of the project, which was putting up fencing.

Mr. Desai shared a project summary about Public Works’ communication with adjacent property owners, and coordination with Beaufort County and SCDOT. The project budget was $139,750, he said, and so far, the project expenditure is $66,277, with about $8,000 in purchase orders still pending. The lowest bid from contractors was $118,000, and the highest was $284,000. These costs were for materials and supplies, plus fencing and tree work, Mr. Desai said, “which was a little bit outside our scope,” but costs do not include “the in-house hours for labor.”

The next project is starting in May, Mr. Desai said; it is in the same area and would close off a 15’ drainage easement to keep things from getting into it.

Matt St. Clair said on the Mossy Oaks stormwater project, they are awaiting word on the application for a “Rural Infrastructure Authority grant,” and in April or May, they want to begin digging around the Jane Way canal, which is “a priority effort in Basin #1.” Mr. Desai said they have asked for permission to start on that before the full Mossy Oaks project. It may be done in-house or by contractors, he said.

Mr. Desai said the county “will do work for us from a back truck,” and they charge a fee
for that. They send their own people and charge a flat fee for the work, which includes the operators, he said. Councilman Murray said municipal residents pay to purchase this equipment; he feels a conversation might need to take place about an intergovernmental agreement to allow the use of county equipment without additional charges.

Councilman Murray said county equipment inventory is “sitting around somewhere,” and it could be better utilized to help with such projects.

**DISCUSSION: UPDATE ON LADY’S ISLAND PLAN**

Mayor Keyserling said the Northern Regional Planning Implementation Committee (NRPIC) unanimously approved (with only 1 of 4 county council members present) a plan modified significantly from the one that council first saw and the one that Councilman Murray had made detailed comments on.

Mayor Keyserling said the plan “doesn’t have lot to do with the city,” which is a partner, but which is only going to be annex on Lady’s Island to correct donut holes. “The only significant action” for the city would be the changing of growth boundaries, he said. He and Councilman McFee feel that the growth boundaries to the north “are likely not an issue,” Mayor Keyserling said, but to the south, “we’ll have to do some work,” so as not to create “additional donut holes with Distant Island.”

Councilman McFee said, “We determined that the implementation” of the Lady’s Island Plan “would not be with the CPC” (Community Preservation Committee), but “request that [implementation] be with NRPIC,” which, with staff, were considered “most appropriate.” He said, “We were okay with the CPC being stood up, of course, and formalized,” but “in the city, it would be a voluntary presentation to the CPC from non-by-right developments and by-right developments of a certain acreage.” This presentation would be encouraged, “but it’s not a requirement that” developers “have to add another layer of bureaucracy to their process.”

Kate Schaefer said the new draft is being formatted now. It includes the text and map wordsmithing from city council work sessions, and the steering committee feels there are “positive changes” that “create a unified front on Lady’s Island,” she said, which was an objective of the committee.

Mr. Prokop asked for clarification about whether developers in the City of Beaufort would have to go through the CPC. Councilman McFee said, “Our proposal was clear:” the CPC “would be stood up and formalized . . . but in the county, for non-by-right development and by-right development of a certain acreage, it would be a requirement” to go through the CPC, while “it would be made voluntary in the city for non-by-right development and developments of a certain acreage.” Councilman Murray said developers can “take the opportunity to go to the CPC” to get feedback from stakeholders before they start the process. Creating another regulatory stop for
development on Lady’s Island “didn’t seem to make much sense,” he said. Councilman McFee said the steering committee and the Northern Regional Planning Implementation Committee were “clear on that.” Ms. Schaefer said formalizing the CPC is important from the county side, but it’s voluntary from the city side.

Councilman Murray detailed the positive changes that had been made in the plan and thanked the Lady’s Island Steering Committee for its hard work. He thinks the city and county will soon approve the plan, but he thinks it should be clear that “the hard work is just beginning.”

Councilman Murray said he thinks some of the issues that were brought up near the end of the plan would have been resolved sooner, but the city’s representative on the steering committee was making “inaccurate representations”. He thinks that has been rectified now, with a new member being placed on that committee.

Councilman McFee said there are “a lot of moving pieces” in the Lady’s Island Plan that “effect jurisdictions very differently.” It “took a lot of doing” to understand the original plan and to “get it to mesh” because of its complexity, he said. Also, a lot of the partners weren’t fully engaged with it initially, but now they have been, so the work on it was worth it, Councilman McFee feels.

There was a general discussion about being able to contain shopping on Lady’s Island for its residents via the “village center” idea. Councilman Murray said he is not sure that the current codes “get us to what is laid out in the plan,” and the implementation committee needs to take a look at today’s plans and the “visioning exercises” to see if those plans will “get us to where we want to be in 20 years.” He thinks they “may get us partly there.” This effort needs to be county-led, with a Boundary Street-type “visioning exercise, Councilman Murray said, at least along the corridor and the village center. Mayor Keyserling said the county was not prepared to hire the Boundary Street consultant, but he feels “a Boundary Street-like study and plan will need to be done.”

Mayor Keyserling said the Stantec traffic plan isn’t premature to mitigate traffic today, but by the time it’s done, he “can assure you it will be outdated.” He would like more thoughts on a parallel route on Highway 21. Councilman Murray said the Stantec plan is “solely a transportation plan,” and in hindsight, they should have done a bigger, more expansive study “before we went out and got the money” for what it proposes. It would be a shame to spend $30 million on the corridor and have it be outdated, he said, adding that the city’s “responsibility is limited.”

Councilman Murray said a “positive thing that the county is considering” is buying the Pine View tract, which is 100+ acres, and it has made a presentation to the Natural Resources Committee, which approved the plan and “moved it to Open Land Trust for due diligence.” Acquiring the site would cost “about $3.5 million,” he said. There’s “potential for 214 residential units,” Councilman Murray said, and “almost 1,000 daily
car trips.” He suggested people “talk to Rural and Critical Lands folks or the county” to support acquiring this parcel.

Councilman Murray said a part of the Lady’s Island Plan is better monitoring of development agreements, and the county will look into reducing the density when possible.

For next steps, Councilman Murray said the revised draft of the Lady’s Island Plan would come back to county and city councils. The Northern Regional Planning Implementation Committee has asked for nominations for the subcommittee that will implement the plan, he said.

A member of the public asked for a potential timeline, so the public would know when they were able to offer input on implementation. Mayor Keyserling said they anticipate the next step will be in April. Councilman Murray said at that month’s NRPIIC meeting, the subcommittee will be stood up. He said the city has asked that the portions on the rising sea level overlay and the sewer ordinance would be completed within 6 months. Councilman McFee said the people who will serve on the implementation committee should be decided “fairly quickly.”

Councilman McFee said the Lady’s Island Plan’s edits should be done by the time of the NRPIIC meeting in April. Ms. Schaefer said the plan’s been to the county’s Natural Resources Committee, and it was approved.

Mayor Keyserling said the work on the fill, overlay, and the sewer issue will “fall on the county,” and the city hopes “they would get on it.”

There being no further business to come before council, the work session was adjourned at 5:55 p.m.
A regular session of Beaufort City Council was held on March 26, 2019 at 7:00 p.m. in the Beaufort Municipal Complex, 1901 Boundary Street. In attendance were Mayor Billy Keyserling, Councilwoman Nan Sutton, Councilmen Mike McFee, Stephen Murray, 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 7:04 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE**
Councilman McFee led the invocation and the Pledge of Allegiance.

**CHARACTER EDUCATION PROCLAMATION**
Councilman Murray made a motion, second by Councilman Cromer, to approve the proclamation of Raheem Butler as Lady's Island Middle School’s student of the month. The motion passed unanimously. Councilman McFee read the proclamation, and Mayor Keyserling presented it to Mr. Butler. He thanked everyone in his school and the young man he helped, which led to his receiving his award.

**PROCLAMATION OF MARCH AS DISABILITIES AWARENESS MONTH**
Councilman Murray made a motion, second by Councilman Cromer, to approve the proclamation. Councilman McFee read the proclamation, and Mayor Keyserling presented it to a representative of the Department of Disabilities and Special Needs.

**RESOLUTION COMMENDING JON VERITY, FRANK LESESNE, MIKE SUTTON, STEVEN GREEN, & DEBORAH JOHNSON FOR THEIR SERVICE ON THE CITY'S REDEVELOPMENT COMMISSION**
Councilman Murray made a motion, second by Councilman Cromer, to approve the resolution. The motion passed unanimously.

**PUBLIC COMMENT**
Mike Thompson said he had come to city council previously about a problem with noise from “muscle cars in Beaufort,” and he hasn’t “seen much progress” on the matter, though today was better. He described some of the incidents he has observed. A young Marine in his neighborhood has a Camaro, he said, and Mr. Thompson told him the noise from his car would not be tolerated, or he’d contact the Marine’s commanding officer, which he did, but the noise has begun again.

The county doesn’t have a noise ordinance, Mr. Thompson said, so he went to the county and said the city has “a great one,” and the county should adopt it. The key to solving the problem is enforcement, he said. The highway patrol doesn’t enforce the
state’s noise ordinance, and when he inquired about this, he was told to work on the city and county level.

Mr. Thompson said he had spoken to the sheriff’s department today, and then he didn’t hear any loud cars except once, so he believes the sheriff’s department was stopping loud cars. He thanked the sheriff’s department and the City of Beaufort police department, and he asked city council to help with this.

**Kathy Todd** read a press release from the Government Finance Officers’ Association (GFOA) that named the City of Beaufort’s finance department as a recipient of “the GFOA’s Distinguished Budget Presentation award” for its fiscal year 2019 budget.

**PUBLIC HEARING: LIGHT POLE STANDARDS**

**Mayor Keyserling** opened this public hearing. **David Prichard** said the pole height in the city’s ordinance was not sufficient for large, auto-centric parking lots at shopping centers. The Metropolitan Planning Commission agreed to a 30’ maximum for light poles, he said. Poles in transect zones are 15’, which the commissioners liked. The language is being changed to make the maximum pole height 15’ in pedestrian areas and in a large parking lot, poles could go up to 30’, Mr. Prichard said.

**Maxine Lutz**, 811 North Street, said her historic neighborhood is a mixed-use district, and she has questions about the definition of “auto-centric” and about the inclusion of all districts in this amendment. She asked if it would apply to the Historic District. Ms. Lutz said she understands “the genesis of the” change was a strip mall developer, but she’s concerned about the ordinance applying to all auto-centric locations (e.g., a neighbor of hers has 6 cars in their yard).

Ms. Lutz asked if “all districts” in the proposal would apply to the Historic District, which is subordinate to the Milner and Secretary of the Interior guidelines. She is opposed to light poles higher than 15’ in the Historic District or higher than 25’ in any other auto-centric area.

Mayor Keyserling read a section of the ordinance relating to what is considered auto-centric. Ms. Lutz said that it sounds like the ordinance doesn’t apply to the Historic District and downtown.

**Heather Seifert**, executive director of the Historic Beaufort Foundation (HBF), said the zoning amendment “causes concern” because the wording appears to include all parking lots in all districts, including historic districts. She read relevant sections of the Milner guidelines and the Beaufort Code.

Ms. Seifert said a 30’ light pole in the Historic District would be “inappropriate” and an unwanted light source in areas that are a mix of residential and commercial properties. She said she hopes council will continue to protect the Historic District.
Mayor Keyserling suggested that Ms. Lutz and Ms. Seifert talk to Mr. Prichard about referencing the Historic District in the zoning amendment. Mayor Keyserling closed this public hearing.

MINUTES
Councilman Murray made a motion, second by Councilman Cromer, to approve the minutes of the council special work session January 29, 2019. Councilman McFee abstained from voting because he was not present at the meeting. Councilman Cromer noted the following amendments:

- On page 3, in the next to last line of the third paragraph, the word “possibly” should be “possible.”
- On page 6, in the third paragraph, it should be “has sailed” not “ha sailed.”
- On page 10, in the first line of the third paragraph, “options” should be “option.”

Councilman Murray noted the following amendments:

- On page 3, in the last paragraph, Jon Rembold’s name is misspelled.
- On page 6, in the second paragraph from bottom, “public businesses” should be “private businesses.”

The motion to approve the minutes as amended passed 4-0.

Councilman Murray made a motion, second by Councilman Cromer, to approve the minutes of the council work session and regular meeting February 26, 2019. Councilman McFee abstained from voting because he was not present at the meeting. Councilman Cromer said on page 12, in the last paragraph, it should be “they do,” not “the do.” The motion to approve the minutes as amended passed 4-0.

FY 2019 BUDGET AMENDMENT #2
Councilman McFee made a motion, second by Councilman Murray, to approve the amendment on second reading. Ms. Todd said the Greenlawn streetscape project was approved in last year’s budget. It is also funded by a CDBG (Community Development Block Grant) funds. TIF 2 would cover the remaining portion, so this moves an additional $1 million in TIF 2 funds to allow construction on the project to move forward. The motion passed unanimously.

CO-SPONSORSHIP REQUEST FOR USE OF WATERFRONT PARK FROM AGAPE HOSPICE CARE FOR “LIFE BLOOMS ETERNALLY”
Councilman McFee made a motion, second by Councilman Murray, to approve the request for the May 9, 2019 event. Rhonda Carey said this is a recurring event, and the city co-sponsored it last year. She described the event, which commemorates the lives of those the hospice has helped. The motion passed unanimously.

CO-SPONSORSHIP REQUEST FOR USE OF WATERFRONT PARK FROM HOPEFUL HORIZON FOR “TAKE BACK THE NIGHT”
Councilman McFee made a motion, second by Councilman Murray, to approve the request for the April 26, 2019 event. Theresa Lacey, community educator for Hopeful Horizon, said all of the organization’s services are free and confidential. Take Back The Night is an event to “celebrate the trajectory of sexual assault victims . . . from victim to survivor” and a show of community support. The motion passed unanimously.

CO-SPONSORSHIP REQUEST FOR USE OF WATERFRONT PARK FROM FIRST SCOTS PRESBYTERIAN CHURCH OF BEAUFORT FOR ANNUAL EASTER SUNDAY SERVICE
Councilman Murray made a motion, second by Councilman McFee, to approve the request for the April 21, 2019 event. Ms. Carey said this is also an annual event, and staff supports it; it is open to the public of all faiths. The motion passed unanimously.

REQUEST FOR STREET CLOSURES FROM DOWNTOWN BEAUFORT MERCHANTS ASSOCIATION FOR FIRST FRIDAYS
Councilman Cromer made a motion, second by Councilman Murray, to approve the request for the events on April 5, June 7, and September 6, 2019. Ms. Carey said this request is made on behalf of the Downtown Beaufort Merchants Association. The closures support the quarterly street closures for the monthly events. They are asking for the street closures from 4 to 8, and she described the streets that the association is requesting to have closed. Ms. Carey said the themes are a combination of First Friday and ArtWalk in April, a Father’s Day theme in June, and a football theme in September. They are also asking for co-sponsorship for police, fire and Public Works services. Ms. Carey said staff supports this request.

Councilman Murray said at the Beaufort 2030, there was a request to capture better data. First Friday attendance appears to be increasing, so he asked if anyone is tracking or estimating the attendance. Ms. Carey said in the last couple of months, the shops have offered incentives, such as door prize drawings to get people in, and they have counted the number of those entries that have been collected. There should be some ways to track interest in First Fridays, she said, so they have been discussing ways to work with merchants to monitor sales and foot traffic and to come up with a mechanism to count attendees.

Councilwoman Sutton said stores know how many people made purchases during First Fridays, but not how many people came in the door, unless someone in the store had a counter.

Ms. Carey said Palmetto Animal League is going to do an animal adoption event during a First Friday, and they are looking for ways to reach out to other groups to give them an opportunity to be seen and also to bring in more people from those organizations’ supporters. It is “on our radar” to do better tracking of numbers, she said, but they haven’t yet found a way to acquire concrete data.

Councilman McFee suggested that there are city cameras downtown, and they could
assess three hourly pictures during First Fridays to count people. Councilman Murray said the event appears to be successful, but with its investment in downtown events, the city’s “real goal is to make merchants’ cash registers ring,” so “more tangible metrics” would be interesting to get. The motion passed unanimously.

REQUEST FOR STREET CLOSURE FROM THE MEMORIAL DAY COMMITTEE TO HOST ANNUAL MEMORIAL DAY PARADE
Councilman Murray made a motion, second by Councilman Cromer, to approve the request for the May 27, 2019 event. The motion passed unanimously.

REQUEST FOR WAIVER OF NOISE ORDINANCE FROM HISTORIC BEAUFORT FOUNDATION FOR THE ANNUAL SOIREE
Councilman Murray made a motion, second by Councilman Cromer, to approve the request for the event on May 11, 2019 from 10 p.m. to 11 p.m. Ms. Seifert said this is HBF’s largest fundraiser each year, and it’s always held in someone’s historic home. Tickets are available online, she said. The motion passed unanimously.

RESOLUTION TO SUPPORT PARTICIPATION IN THE 2020 CENSUS
Councilman McFee made a motion, second by Councilman Cromer, to approve the resolution. The motion passed unanimously.

2019 CDBG COMMUNITY DEVELOPMENT PRIORITY NEEDS – STAFF RECOMMENDATIONS
Mr. Prokop showed the staff recommendations, saying there were originally five, but staff missed the deadline for an infrastructure grant. He’s unsure if the city would be eligible to apply because it has two open CDBG-funded projects – the Greenlawn Drive streetscape and the Mossy Oaks drainage project – but staff made recommendations in case the city ends up being eligible. The recommended priorities are 1. housing programs, 2. drainage improvements, 3. improvements to public recreation facilities, and 4. streetscape improvements. Councilman McFee made a motion, second by Councilman Cromer, to approve the recommendations. The motion passed unanimously.

AMENDING PART 9 CHAPTER 1 OF THE CITY CODE OF ORDINANCES TO REPEAL SECTIONS 9-1002 AND 9-1003
Councilman McFee made a motion, second by Councilman Cromer, to approve the ordinance amendment on first reading. Ivette Burgess said these are items that law enforcement no longer uses, that have been legally challenged, or that are outdated. These are part of “housekeeping” the ordinances, Councilman Murray said, and they were discussed in a council work session. The motion passed unanimously.

CITY MANAGER’S REPORT
Mr. Prokop said city staff is hoping the replica of the Santa Maria ship is coming in soon, but there may be delays because of weather. It is scheduled for March 29.
Weeding is taking place on the Boundary Street median, Mr. Prokop said, and they are thinning out some of the plants. On April 6, a full team will be replacing the trees that have died. The work is normally done early Tuesday mornings, he said.

Staff is in the process of finalizing the 2019 goals and finalizing the plans from the Beaufort 2030 labs, which will be integrated into the city’s budget process and will be made available to the public.

The United Community Task Force (UCTF) had a great event last Friday, with educators from Chicago and Jacksonville discussing successes that “took the community to make things happen,” Mr. Prokop said. Kids in the UCTF program are using the Greene Street Gym tonight after three months of negotiation, he said, and they will be there three nights a week. The task force is always looking for volunteers to work with the kids, he added.

Mr. Prokop congratulated Ms. Todd and the finance team GFOA budget award, which he said reflects the transparency they strive to achieve.

“Taste of Beaufort-plus-plus” will take place in about a month, Mr. Prokop said, and “wait ‘til you see what they have planned for the fall,” with “bigger and better” community events than ever before.

**MAYOR’S REPORT**

Mayor Keyserling said on April 4, there will be a preview of a 4-part series on Reconstruction produced by Dr. Henry Louis Gates. On April 5, Dr. Gates will be here, and “the Young Leaders of Beaufort” will see a part of the film and be able to ask him questions about it. This show will be broadcast live around the state, Mayor Keyserling said.

Mayor Keyserling said they are waiting on a date on the official opening of the National Reconstruction Era Park; the Town of Port Royal will host the event.

**COUNCIL REPORTS**

Councilman Cromer said more than 600 people showed up for a recent encampment at Beaufort History Museum.

The Beaufort History Museum and the Beaufort County Library will co-sponsor a lecture on tales of the Beaufort County sheriff’s and coroner’s offices, Councilman Cromer said.

Councilman Murray said Code Camp has kicked off at Beaufort Digital Corridor, and “Co-working at the Corridor” is every Friday.

Councilman Murray noted that Fire Chief Reese Bertholf was on the organizing
committee for Saturday’s Twilight Run, which raised more than $100,000 for Riverview Charter School.

Councilman Murray said he had attended the county’s Natural Resources Committee meeting, and John Weaver, Beaufort County interim administrator, has instituted “a number of procedural and programmatic changes” to how Open Land Trust . . . and the Rural and Critical Lands board conduct acquisition on behalf of the county.” Both Open Land Trust and Rural and Critical Lands presented letters stating their disagreement with the process and several of the procedural changes. Councilman Murray said he commented “as an individual,” not as a councilperson, because he also disagrees with the way the changes are being forced upon the two organizations.

At a county council meeting last night, the county proposed “carving out 20% of the last three Rural and Critical” Lands referendums “to dedicate to park . . . improvements,” Councilman Murray said, “which is allowed per the referendums that were voted on by the voters, but there are a number of issues that council members and other members of the public, in addition to Rural and Critical Lands folks, brought up.” He thinks the motion to approve the proposal failed with a vote of 5 to 5, but he anticipates “it will come back up.” Councilman Murray feels all the citizens of the county “are invested in Rural and Critical Lands” and have a sense of ownership of it, though the county manages it, so he wants people to be aware of these proposed programmatic changes, which he thinks shouldn't be “dictated by the county administrator,” but should be “an open, transparent, and inclusive process to bring stakeholders who are invested in that program together” on this. He feels that some procedural and programmatic changes need to be made, but he hopes interested citizens “will continue to monitor” Mr. Weaver’s actions and will let county council know their thoughts.

Mayor Keyserling agreed and said the trustees are “spending money directly, without some sort of oversight,” which is “not transparent.” Councilman Murray said The Beaufort Gazette had quoted him, and while the quote was “accurate,” it “was a bit out of context.” At the Natural Resources Committee meeting, the interim administrator had said one reason he was proposing these changes was “in response to county council not being aware of the Whitehall project” until voting on it on August 27, 2018. Councilman Murray said he knows that is “completely untrue” because of an article from “mid- to late-July” in The Beaufort Gazette, as well as “a number of conversations” between city and county council members in that same time period, so he wanted to publically correct Mr. Weaver’s remarks and place the quote he had given to The Beaufort Gazette in the correct context.

Councilman Murray also encouraged citizens to look at a 40-minute presentation Mr. Weaver made during a county strategic planning meeting “about two weeks ago,” in which Mr. Weaver threatened to sue “all of the municipalities for road maintenance” and “the military installations for stormwater fees, to kick Santa Elena out of the federal courthouse, to discontinue ferry service to Daufuskie Island, [and] to sell Camp St.
Mary’s,” in addition to a number of other “unreasonable, demanding, frivolous . . . items,” all of which Councilman Murray finds “ridiculous.”

Councilman McFee said there are many who see this “constant abuse,” and who would like to see that “change sooner [rather] than later.”

Councilman McFee reviewed that the Northern Regional Planning Implementation Committee had made changes to the Lady’s Island Plan and said a revised draft of the plan should come to city and county councils soon.

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 8:15 p.m.
TO: CITY COUNCIL
FROM: David Prichard, Community and Economic Development
AGENDA ITEM TITLE: Ordinance Amending Part 9 Chapter 1 of the City Code of Ordinances to repeal Sections 9-1002 and 9-1003 - 2nd Reading
MEETING DATE: 4/9/2019
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:
Amendment change discussed in Worksession March 19. Public Hearing held March 26, 2019

PLACED ON AGENDA FOR:

REMARKS:

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ORDINANCE

Amending Part 9 Chapter 1 of the City Code of Ordinances to repeal Sections 9-1002 and 9-1003.

WHEREAS, Section 9-1002, making it unlawful to loiter, loaf or sleep in any public gathering place, and Section 9-1003, making it unlawful to sleep in a vehicle, were enacted at a time when jurisprudence permitted the regulation of such activities; and,

WHEREAS, more recent court decisions have raised serious constitutional concerns about the regulation of such activities; and,

WHEREAS, as a result of these judicial rulings City law enforcement officials have not been prosecuting charges under these City ordinances; and,

WHEREAS, it is therefore proper for the City to remove such activities from the unlawful activities prescribed by the City Code; and,

WHEREAS, City Council believes such repeal and removal is in the best interest of the City and its citizens.

NOW THEREFORE, be it ordained by the City Council of Beaufort, South Carolina, in council duly assembled and by the authority of the same, that Sections 9-1002 (Loitering, Loafing or Sleeping), and 9-1003 (Camping in vehicles) shall be and are hereby repealed and removed from the City Code of Ordinances.

The Ordinance shall become effective upon adoption.

______________________________
BILLY KEYSERLING, MAYOR

(SEAL) Attest:

______________________________
IVETTE BURGESS CITY CLERK

1st Reading

2nd Reading & Adoption

Reviewed by:______________________
WILLIAM B. HARVEY, III, CITY ATTORNEY
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL
FROM: David Prichard, Community & Economic Development Director
AGENDA ITEM TITLE: Ordinance Amending Section 5.8.4.A Design Standards for Exterior Lighting of the Beaufort Code to Allow Light Poles in Autocentric Areas to be a Maximum of 30 Feet Above Grade - 1st Reading
MEETING DATE: 4/9/2019
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

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**Background Information:** City staff is proposing to amend the Beaufort Development Code to allow a maximum height of 30 feet above grade for light poles in auto-centric areas, such as parking lots supporting shopping centers, large retailers, or manufacturing sites, etc. In pedestrian oriented areas, the maximum height above grade for light poles would be 15 feet.

Currently, the development code dictates a maximum of 15 ft in transect districts and 25 feet in conventional districts.

The question to the City was whether a 15 ft maximum was appropriate for auto-centric areas such as large parking lots. The City posed this question to the Metropolitan Planning Commission on March 18, 2019. The MPC’s recommendation was that the maximum light pole height above grade for pedestrian areas should be 15 ft, and the maximum for auto-centric areas should be 30 ft. The MPC went on to opine that staff is qualified to determine whether an area was pedestrian or auto-centric.

The proposed amendment would allow flexibility in the placement of appropriately scaled lighting based on use.

There may be arguments about “pedestrian scale”; a dubious term that has been conflated with light poles of 15 ft. The apparent size of an object is dependent on the actual size of the object and the distance from which it is viewed. In a parking lot, from a distance a pedestrian would experience a light pole (20 ft), a 25 ft pole would have an apparent height less than the apparent
height of a 15 ft pole experienced by a pedestrian on a sidewalk (5 ft away).

APPROVAL BY CITY MANAGER:  ( ) APPROVED  ( ) NOT APPROVED

CITY ATTORNEY APPROVAL REQUIRED  ( ) YES  ( ) NO

PLACED ON AGENDA FOR:

REMARKS:

Council action:
ORDINANCE

AMENDING SECTION 5.8.4.A DESIGN STANDARDS FOR EXTERIOR LIGHTING OF
THE BEAUFORT CODE TO ALLOW LIGHT POLES IN AUTOCENTRIC AREAS TO BE A
MAXIMUM OF 30 FEET ABOVE GRADE

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 Beaufort Code 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 amendment of the zoning ordinance still limits the maximum height of light poles in pedestrian areas, and in travel ways containing on-street parking at 15 feet above grade; and

WHEREAS, the amendment of the zoning ordinance does not alter any other exterior lighting design standard, viz., shielding requirements and maximum illuminance; and

WHEREAS, the amendment is consistent with the goals for development as outlined in the City’s comprehensive plan and Civic Master Plan; and

WHEREAS, a public hearing before the Beaufort City Council was held regarding changes to the administrative adjustment ordinance on <month-day-year>, with notice of the hearing published in The Beaufort Gazette on <month-day-year>;

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 Beaufort Code be amended by revising Section 5.8.4.A, “Design Standards for Exterior Lighting,” by deleting the current paragraph A and replacing it with a new paragraph A to read as follows:

A. Maximum Lighting Height: For purposes of these regulations, the mounting height of a lighting fixture shall be defined as the vertical distance from the grade elevation of the surface being illuminated to the top of the light post, not including the fixture.

1. In pedestrian oriented areas, the height of the light post shall not exceed 15 feet above grade.

2. In auto-centric areas, such as parking lots which support shopping centers, large retailers,
or manufacturing sites, etc., the height of the light post shall not exceed 30 feet above grade.

3. Wherever possible, outdoor seating areas, building entrances, and walkways shall be illuminated using ground mounted fixtures not more than 4 feet tall.

______________________________
BILLY KEYSERLING, MAYOR
(SEAL) Attest:

______________________________
IVETTE BURGESS, CITY CLERK

1st Reading

2nd Reading & Adoption

Reviewed by:

WILLIAM B. HARVEY, III, CITY ATTORNEY
TO: CITY COUNCIL
FROM: William Prokop, City Manager and Matt Clancy, Police Chief
AGENDA ITEM TITLE: Approval to allow City Manager to enter into Law Enforcement Assistance and Support Agreement with the Town of Bluffton Police Department
MEETING DATE: 4/9/2019
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

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LAW ENFORCEMENT ASSISTANCE AND SUPPORT AGREEMENT

By and between

The TOWN OF BLUFFTON and CITY OF BEAUFORT

THIS LAW ENFORCEMENT ASSISTANCE AND SUPPORT AGREEMENT is made and entered into on this __ day of ____________, 2019, by and between the CITY OF BEAUFORT, a South Carolina municipal corporation, created and existing pursuant to South Carolina Code Ann. § 5-7-10, et seq., 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, and the TOWN OF BLUFFTON, a South Carolina municipal corporation, created and existing pursuant to South Carolina Code Ann. § 5-7-10, et seq., 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 (herein, City of Beaufort, City of Beaufort Police Department, the Town of Bluffton and the Bluffton Police Department may collectively be referred to as the “Parties” or each individually a “Party”).

WITNESSETH:

WHEREAS, pursuant to Section 5-7-110 of the South Carolina Code of Laws, 1976, as amended, municipal police officers “shall exercise their powers on all private and public property within the corporate limits of the municipality and on all property owned and controlled by the municipality”; 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, S.C. Code Ann. § 23-20-30 “authorizes a law enforcement agency of this State to enter into contractual agreements with other law enforcement providers as may be necessary for the proper and prudent exercise of public safety functions”; and,

WHEREAS, S.C. Code Ann. § 5-7-30 provides, in pertinent part, that

[Each municipality ... [has] ... the authority to provide police protection in contiguous municipalities and in unincorporated areas located not more than three miles from the municipal limits upon the request and agreement of the governing body of such contiguous municipality or the county, including agreement as to the boundaries of such police jurisdictional areas, in which case the municipal law enforcement officers shall have the full jurisdiction, authority, rights, privileges, and immunities, including coverage under the workers’ compensation law, which they have in the municipality, including the authority to make arrests, and to execute criminal process within the extended jurisdictional area ....

And,

WHEREAS, South Carolina Code Ann. § 17-13-45 provides that when a law enforcement officer responds to a distress call or a request for assistance in an adjacent jurisdiction, the authority, rights,
privileges, and immunities, including the worker’s compensation laws, and tort liability coverage obtained pursuant to the provisions of Chapter 78 of Title 15 that are applicable to an officer within the jurisdiction in which he is employed are extended to an include the adjacent jurisdiction; and,

WHEREAS, South Carolina Code Ann. § 23-1-210 provides for the temporary transfer of law enforcement officers within multijurisdictional task forces pursuant to written agreement; and,

WHEREAS, South Carolina Code Ann. § 23-1-215 provides for agreements between multiple law enforcement agencies for the purpose of investigating crimes involving multiple jurisdictions; 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 criminal 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 recognize the benefits of securing mutual aid from each other in the event of a natural disaster, disorder, special events, emergency situations, and any other law enforcement activities; and,

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

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.

ARTICLE II:
ESSENTIAL TERMS

Section 2.1. Scope of Services: The services to be rendered pursuant to this Agreement shall solely involve the temporary transfer of law enforcement officers from one Party’s jurisdiction to the other. The temporary transfer of law enforcement officers may be requested in response to any law enforcement or public safety related need, including, but not necessarily limited to the following:

(a) Emergency Situations;
(b) Civil Disorders;
(c) Natural or Manmade Disasters;
(d) Mass Processing of Arrests;
(e) Transportation of Prisoners and/or Others;
(f) Operating Temporary Detention Facilities and Housing Inmates;
(g) Arrests and Service of Warrants;
(h) Pursuit of Criminal Suspects; and Criminal Interdiction
(i) Location of Missing Persons;
(j) Criminal Investigations and Tactical Assistance;
(k) Vehicle Pursuits; and/or,
(l) Any Other Matters Handled by Law Enforcement for that Particular Jurisdiction.

It is agreed and understood that the primary responsibility of the Parties to this Agreement is to provide law enforcement services within the geographical boundaries of their respective jurisdictions; therefore, it is agreed that the law enforcement agency whose assistance is requested shall be the sole judge as to whether or not it can respond and to the extent it can comply with the request for assistance from the other law enforcement agency.

Section 2.2. Consent and Request for Assistance.

(a) Perpetual and Permanent Request. 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 public safety services and cooperation as further described herein, and to the extent each Party is able. Each Party may determine whether its resources at any given time permit it to render the requested assistance and there shall be no right of action by one Party against another for the failure to provide assistance as requested. The Parties hereby acknowledge and agree that this Agreement is intended to operate as a standing and ongoing request for assistance and police services from the Chief of Police/Beaufort Police Department to the Chief of Police/Bluffton Police Department, and from the Chief of Police/Bluffton Police Department to the Chief of Police/Beaufort Police Department. It is the intent of the Parties that the Parties continue to share law enforcement, public safety functions, and public safety jurisdiction to the greatest extent available under South Carolina law.

(b) Procedures for Requesting Mutual Aid. Under most circumstances, a request for assistance shall only be made by the Chief of Police of the Bluffton Police Department or his Command designee, or by the Chief of Police of the Beaufort Police Department or his Command designee. The request shall include a general description of the situation creating the need for assistance, the number of officers requested, the location to which the personnel are to be dispatched, and the name and title of the officer-in-charge at the provided location.

(1) Reply to Request. Under most circumstances, a reply to any request for assistance shall only be made by the Chief of Police of the Bluffton Police Department or his Command designee, or by the Chief of Police of Beaufort Police Department or his Command designee. If the request is granted, the requesting law enforcement agency shall be immediately informed of the number of law enforcement officers to be furnished.
(2) Officer-in-Charge. The personnel temporarily transferred by the assisting law enforcement agency shall report to the officer-in-charge of the requesting law enforcement agency at the designated location and shall be subject to the orders and commands of the official. The assisting law enforcement officers shall exert their best efforts to cooperate with aid the requesting law enforcement agency. The officers acting in this capacity shall be responsible for acting only within the policy and procedures as specified by the policy and procedures manual of their respective departments.

(3) Release of Officers. The law enforcement officers temporarily transferred shall be released by the officer-in-charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, the assisting law enforcement officers shall use their best efforts to complete the requested service prior to being released.

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 control over its personnel, regardless of where said personnel are physically located or what services said personnel are providing. Law enforcement officers acting under this Agreement shall be commanded by the superior authority from within their own agency.

Section 2.5. Equipment; Facilities; and Radio Communication: 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. Radio communication between the requesting law enforcement agency and the assisting law enforcement officers shall be maintained by use of mutually shared radio channel or the state regional repeater channel, when required.

Section 2.6. Finances and Costs: Except as may otherwise be provided herein and to the extent allowable by law, each Party shall bear its own costs incurred in the performance of its obligations hereunder. The temporary 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. In the event of any extraordinary cost incurred in the rendering of aid under this Agreement, a request may be submitted by the Party
incurring such costs to the other Party for compensation and/or reasonable reimbursement for the costs incurred.

Section 2.7. Records: Each Party 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 Party 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 Law Enforcement officers, and other similarly situated individuals to perform public safety services 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: 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. Narcotics Agreements. This Agreement shall not repeal or supersede any existing agreements between the parties hereto concerning exchange and utilization of narcotics investigators, 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 Party that receives the request and such 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 may only be amended by the written agreement of both of the Parties hereto, and with the written approval of both
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.

TOWN OF BLUFFTON, a South Carolina municipal corporation

By: __________________________
LISA SULKAL, MAYOR
DATE: ________________________

By: __________________________
MARC ORLANDO, TOWN MANAGER
DATE: ________________________

BLUFFTON POLICE DEPARTMENT

By: __________________________
CHRISTOPHER CHAPMOND, CHIEF
DATE: ________________________

CITY OF BEAUFORT, a South Carolina political subdivision

By: __________________________
WILLIAM "BILLY" KEYSERLING, MAYOR
DATE: ________________________

By: __________________________
WILLIAM PROKOP, CITY MANAGER
DATE: ________________________

BEAUFORT POLICE DEPARTMENT

By: __________________________
MATTHEW J. CLANCY, CHIEF
DATE: ________________________