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

STATEMENT OF MEDIA NOTIFICATION

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

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

I. CALL TO ORDER
   A. Billy Keyserling, Mayor

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

III. PROCLAMATIONS/COMMENDATIONS/RECOGNITIONS
   A. Character Education Proclamation - Shakenna Brown, Joseph Shanklin Elementary School

IV. PUBLIC COMMENT

V. MINUTES
   A. Worksession Meeting April 16, 2019

VI. OLD BUSINESS

VII. NEW BUSINESS
   A. Authorization to allow City Manager to enter into Engineering Contract for Spanish Moss Trail connection to Boundary Street/HWY 170
   B. Authorization to allow City Manager to enter into Contract with Olivers Bushhogging for the Jane Way Project
   C. Approval of City Council Summer Schedule
   D. Ordinance repealing and amending certain existing Ordinances to address and/or cure constitutional, enforcement and other concerns - 1st Reading

VIII. REPORTS
   - City Manager's Report
   - Mayor Report
• Reports by Council Members

IX. ADJOURN
WHEREAS, the character education movement reinforces the social, emotional and ethical development of students; and

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

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

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

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

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

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

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

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

WHEREAS, Shakenna Brown was selected as the winner by Joseph Shanklin Elementary School as the student of the month.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims April 2019 as

**SHAKENNA BROWN JOSEPH SHANKLIN ELEMENTARY SCHOOL STUDENT OF THE MONTH**

The City of Beaufort thereby pronounces *Forgiveness* as the word for the month of April and applauds Shakeena Brown, the Beaufort County School District, and Joseph Shanklin Elementary School for their work and specifically honors Shakeena Brown as Joseph Shanklin Elementary School’s Student of the Month.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 28th day of May 2019.

______________________________
BILLY KEYSERLING, MAYOR

ATTEST:

______________________________
IVETTE BURGESS, CITY CLERK
A work session of Beaufort City Council was held on April 16, 2019 at 5:00 p.m. in the Beaufort Municipal Complex, 1901 Boundary Street. In attendance were Mayor Billy Keyserling, Councilwoman Nan Sutton, Councilman Mike McFee, and Bill Prokop, city manager. Councilmen Stephen Murray and Phil Cromer were 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 Keyserling called the work session to order at 5:02 p.m.

**CONTINUED DISCUSSION OF TIF II FUNDS**

Jared Fralix, Infrastructure Consulting & Engineering (ICE), said his company has worked with the city on various projects, and staff had asked him “to look at this parallel road,” which would be about a block off of Boundary Street.

Mayor Keyserling noted that the “original Boundary Street concept had a parallel road.” At the time, city council decided that “Boundary Street-complete was a priority.” There is an “undisclosed” amount of money available, he said, for use in the TIF II district, and council members had “asked whether or not there was enough money to . . . do another block or what have you” of the parallel road. “We were able – because it was a public right-of-way and a state road that we took over – to start it at the west end,” Mayor Keyserling said, “on Polk Street,” and there are questions now about whether there is enough money to finish it, whether the parallel road is a priority, or if there “other, more pressing needs” for which the funds should be used.

Mr. Fralix said as part of the Boundary Street project, “we’ve completed” the parallel road from Chick-fil-A/the intersection of Boundary Street and Highway 170 to Hogarth Street. In the original plan, the concept was to take it from Hogarth to Greenlawn Drive. The goal of the parallel road is to fit it in with “what’s already there,” as well as with any development the city wants “to see in this area, he said.

A parallel road “would promote better access and safety,” Mr. Fralix said, and “reduce future traffic on Boundary Street.” It would also “promote the redevelopment that the Boundary Street project introduced,” he said, so it would be “an extension of that original plan.” It would tell developers “what development we want to occur” and at what densities.

The parallel road is important now because $30 million has been spent to improve Boundary Street, Mr. Fralix said, and this would be “a continuation of that redevelopment.” It’s an opportunity “to place our fingerprint on this space.” They know the development is coming, and the city can either plan for that development, or “react as development occurs,” he said.
The area of the parallel road is an “opportunity zone”; opportunity zones were “created by the tax law of 2017,” Mr. Fralix said. Opportunity zones are areas in “economically distressed communities” where new investments may be eligible for “preferential tax treatment,” he said. Investors can defer tax on prior capital gains and receive tax-free treatment on deployed capital after 10 years.

Mr. Fralix showed the opportunity zone, which he said is “basically everything north of Boundary Street.” Mr. Prokop asked if the opportunity zone goes into The Point, and Mr. Fralix said it does; the designation is not necessarily based on demographics. He thinks it is determined by “census tracks.” The opportunity zone goes up to the Air Station and everything north of that “on both sides of [Highway] 21,” he said, up to Whale Branch, as well as in other areas of Beaufort County.

Mr. Fralix showed a graphic of a concept plan for “the proposed alignment” of the parallel road, including the businesses and other entities that are already there.

Option 2, Mr. Fralix said, is a “little bit more [of] a direct route” with “less jogging” of the road than in option 1. Each of the options “has difficulties . . . to overcome” and “items that we’ll have to coordinate with different tracts of property.”

303 Associates is the “biggest property owner on this tract,” Mr. Fralix said, and when shown the parallel road options, they sketched out “an interesting idea,” in which they envisioned turning the old Kmart building into “a large hotel, convention center-type” building with a rooftop bar/restaurant with views of Battery Creek up to the Beaufort River and “having basically a frontage lane that aligns with the marsh.” 303 Associates believe their scenario would be more desirable, he said, because it would increase property values. They also dashed in “a boardwalk of sorts” along the marsh, he said.

To do option 3 – what 303 Associates suggested – the parallel road would have to be fitted “behind the Holiday Inn,” Mr. Fralix said, so more research needs to be done to determine if that if feasible, or what would have to be done to make it feasible. It would “interfere with” a trailer that serves as a parsonage for the church, he said, and “would completely interfere with Carolina Cove,” so, like the other options, there is a downside to it, but it does connect to the new apartment complex, as well as to “the housing development in the very rear.”

Mr. Fralix showed option 4, which “doesn’t disrupt Carolina Cove” but “cuts through the church property more,” and he described the places where there could be infill (e.g., housing, restaurants, etc.)

Mr. Prokop said the estimate is that the parallel road project would cost “somewhere in the range of $12 to $15 million.” Mr. Fralix said, “Yes and no,” because he’d made an error in the calculation he had previously sent to staff and council. He showed a cost estimate slide and said, “We . . . took our construction value based off our recent
Greenlawn bids, which came in at $2.15 million” for 1,600 linear feet. Both of the alternatives that were used to estimate costs for the parallel road are 3,000 – 3,500 linear feet; using this estimated cost per foot, those options total $4 million and $4.5 million. Adding in a contingency and costs for design, construction management, and rights-of-way, the totals are $6.3 million and $7.3 million. He said his previous higher total costs were because he estimated $100,000 per acre for 45 acres, instead of the correct 4.5 acres.

Mr. Prokop said, for the right-of-way, “you’re not going to get Carolina Cove” for $400,000. Mr. Fralix said that is right; if they chose the option that goes “right through Carolina Cove, that right-of-way cost would definitely expand.” So the cost depends on the option that is chosen, he said, and on whether an entire parcel is needed or just a portion of it. The goal of this exercise was to put something on paper, “so we’d have something to start working toward,” Mr. Fralix said.

Councilman McFee clarified which of the options were the two whose costs were estimated. The 303 Associates option was just a sketch based on a meeting, Mr. Fralix told him, and the cost for that “would probably be higher than both of these” options’ calculations.

Mr. Prokop asked Mr. Fralix, if 303 Associates, for example, were redeveloping a building, and “the road’s in their section,” if “that would be deducted from the linear feet.” Similarly, he said, “where Springhill Suites is supposed to go, there’s supposed to be a roadway, so those would be deducted,” but what Mr. Fralix is presenting is “the full length of the road.” Mr. Fralix said that’s correct: “If each parcel developed the road themselves . . . that would be deducted from the $7 million.” Mr. Prokop said if developers “did that, then they would not be subject to an impact fee,” and Mr. Fralix said that’s correct.

Mayor Keyserling asked how much parallel road they would get for $7.5 million, and Mr. Fralix said, “From Hogarth to Greenlawn . . . with the straight path.” 303 Associates’ plan – with the road “near the marsh – would cost more” because it would be a “longer road distance.” He agreed with Councilman McFee that “the right-of-way costs would be substantially larger,” too, with that option, but Mr. Prokop said, “Most of that would be on the developer’s property.” Mr. Fralix said he believes there is something in the Beaufort Code that “when this property is developed in this region, there will be a road cut out of the development,” so the city’s costs would potentially be lower because “this onus [is] on the developer.”

Mr. Fralix reviewed potential funding sources, including TIF II funds, general obligation bonds, capital sales tax, impact fees, and grant opportunities (e.g., a Community Development Block grant). He feels it would “line up perfectly” as a transportation project for capital sales tax funds because of its similarity to connectivity projects south of the Broad that used those funds.
303 Associates owns Beaufort Town Center and feels the parallel road is “critical to their development,” so “they want to be a part of it,” Mr. Fralix said. What is important to the church “is not always what’s important to the developer,” so “they will be very critical in this,” he said, noting that the Holiday Inn is another player, and it will be important to “cement” the location of the road before the Holiday Inn spends “millions of dollars building a new hotel,” as they have planned to do in the past.

Mr. Fralix indicated an area that he said, “mostly belongs to families” and is comprised of “heirs’ properties,” without “a single owner,” but he believes the properties “are connected in some manner.”

For next steps/a plan of action, Mr. Fralix said, the city should decide if this is a priority and what plan of action it wants to take; connect with the major property owners; continue preliminary plans to set the roadway location; begin “full plans and right-of-way acquisition”; complete design plans, and put the project out to bid.

Mayor Keyserling asked if the church and Carolina Cove were “the trouble spots.” Mr. Fralix said yes. Councilman McFee said, “If you stay with the lower one” (i.e., option for the parallel road), “it doesn’t really touch Carolina Cove.” Mr. Fralix said the Enmark building and tanks are “right on [the Carolina Cove] property line,” and Carolina Cove “has a bunch of mature trees right on that same property line,” so “it’s kind of the worst of the two options,” because there is “a building in place,” as well as “the tanks and the mature oak trees.”

Mr. Fralix showed that one option “runs right behind Sea Eagle” market, so it would have no effect on that building/business.

Mayor Keyserling asked how large the wooded tract with multiple owners is. Mr. Fralix said he didn’t measure it, but it’s “probably 40 or 50 acres.” Mayor Keyserling said it would be “a great site for affordable housing. . . . The last time the property was on the market, it was affordable. And it may just be part of the property.”

Mr. Fralix said when he met with 303 Associates, they had been to a conference about opportunity zones, and “there are a lot of . . . big, big funds of money that are interested in deploying a lot of capital gains.” Charleston has a lot of areas that don’t seem “distressed,” but are “right on the fringe, like this” area, he said, so there is “a lot of interest buzzing in the background” about opportunity zones.

Mr. Prokop said in conversations with 303 Associates about Beaufort Town Center, the “thinking right now is development that’s in excess of $100 million.” Mr. Fralix agreed and said 303 Associates’ idea is to do the development “sooner [rather] than later.” The thinking had been to develop it over 10 or 15 years, but that range is “much shorter now, due to the opportunity zone.” Mr. Prokop added, “And it will start with
Greenlawn.” Councilman McFee asked if option 4 “will include improvements of Hogarth Street, coming back down to First” Street. Mr. Fralix said it could.

Councilwoman Sutton asked if Mr. Fralix had said that “on the water side of the Holiday Inn, that’s a problem.” Mr. Fralix said, “It’s pretty tight back there,” but “you can make improvements” and get a permit to “move into the marsh slightly or build a seawall of sorts,” if the hotel “would even entertain that idea.” 303 Associates originated the idea, he said, when they were “approached by someone about this type of project.”

Mayor Keyserling asked if – “under the Boundary Street project – the Holiday Inn isn’t already committed to a road.” Councilman McFee said he’s “pretty sure” that the “development plan . . . includes a roadway.” Mayor Keyserling said, “Their concern was crosswalks, and people having to cross the street to get to the Holiday Inn,” but he “thought it was a forgone conclusion that they had to reserve space for the road for such time as we do it.” There was a general discussion about hotel parking with options 1 and 2.

Mr. Fralix said what they had envisioned for the parallel road was “a two-lane road [with] on-street parking on both sides, with a grass strip and sidewalk, just like we have on the Polk Street extension and like we plan to have on Greenlawn,” but that could be changed. (E.g., “If we go up toward the marsh,” there would be a 2-lane road, but the sidewalk or pathway would be “to be determined.”)

Mayor Keyserling asked if “we talked to the church” yet about the parallel road, and Mr. Fralix said he hadn’t. On the timing, he said, if this is positioned as “a capital sales tax project,” it would be “4 years away,” so that would be a “marching order” of sorts. A church is “a governing body,” so it would take a long time to make a decision; “if you give them the opportunity now,” he said, “that gives them 3 or 4 years to come up with their plan” for how they could relocate and what that would look like.

The 303 Associates plan has a road through the Holiday Inn property, Mr. Fralix said, which the hotel isn’t too “fond of,” because it “bisects their parking,” but there are “players” involved in that plan that he doesn’t know, and he stressed that it was important that the city and everyone else involved “really agrees on the plan before they start constructing.” 303 Associates is important, he said, but the church and the hotel are “the most critical, and then Carolina Cove, as well.”

Councilman McFee feels options 3 and 4 are “pretty aggressive” because they would “have to mitigate marshlands to put a roadway behind the Holiday Inn.” Holiday Inn and Springhill Suites “haven’t agreed to a roadway” as part of the Boundary Street Master Plan, he said, but it could be done even if it’s not “optimal” for them. Councilwoman Sutton asked if Vimal Desai has “said anything” about the parallel road. Mr. Prokop said he invited Mr. Desai to this meeting, but he didn’t come.
David Prichard suggested that with options 1 and 2, because of “back-to-back development” where the parallel road is currently shown, it is limiting, so he feels “it would be better if it was further away from Boundary.”

Mr. Fralix said Hogarth is maintained by DOT, and per an agreement in the Boundary Street plan, Polk and Palmetto Streets are city-maintained, and “DOT’s stance at one point” was that if the city were to “take Hogarth, you also take [the streets in] Polk Village.” Therefore, DOT “would also be involved in this master plan,” he said. Polk Village isn’t part of the city, Mr. Fralix said, and Councilman McFee said, “Most of that land isn’t part of the city.”

Mr. Fralix said per the county’s GIS, the “wooded area” is “within the city limits, up to the horizontal line,” which he clarified to Councilman McFee is “the high one” on the projected map.

Mr. Fralix said Mr. Prichard had the idea that if this area were to develop, it could have its own identity, like “Midtown” or “Uptown.”

Mayor Keyserling said since Councilman Murray and Councilman Cromer are not present, he feels “we’re going to have to carry this over” to another meeting after getting their feedback. Mr. Fralix said they could redraw “as requested,” and would wait to hear from the city.

Mayor Keyserling said there are issues, but it seems less complicated than he thought it was “in the original context of Boundary Street.” Councilwoman Sutton said, “It seems very complicated to me.” Mayor Keyserling said he means that if they could get an agreement with 303 Associates and the Holiday Inn, there is “some vacant property in there,” and they wouldn’t need to “buy right-of-way” for all of it. Councilman McFee agreed that there is “undeveloped property in there.”

**EXECUTIVE SESSION**
Pursuant to Title 30, Chapter 4, and Section 70 (a) (2) of the South Carolina Code of Law, Councilwoman Sutton made a motion, seconded by Councilman McFee, to enter into Executive Session for a discussion of contractual agreements and the receipt of legal advice. The motion passed unanimously.

There being no further business to come before council, the work session adjourned at 5:46 p.m.

Councilman McFee made a motion, second by Councilwoman Sutton, to adjourn the Executive Session. The motion passed unanimously.
BACKGROUND INFORMATION:

City Council, through the Budget Resolution on TIF II, authorized $100K toward the Median in front of City Hall and Spanish Moss Trail Connection. In order to move forward with the sidewalk connection between the Spanish Moss Trail and Boundary Street, as an extension to the Boundary Street multiuse pathway, a proposal for the Field Surveys, Hydrology Design and Permitting, Roadway Design, and Construction Engineering & Inspection services with our Indefinite Engineering Company - Infrastructure Consulting & Engineering, totaling $25,168.51, requires execution. Requesting that the City Manager be authorized to enter into this contract for services on this project.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

<table>
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<tr>
<th>Description</th>
<th>Type</th>
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<tr>
<td>ICE Proposal on Hwy 170 Sidewalk connection</td>
<td>Cover Memo</td>
<td>5/23/2019</td>
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<tr>
<td>TIF II Budget Ordinance</td>
<td>Cover Memo</td>
<td>5/23/2019</td>
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</table>
January 14th, 2019

Matt St. Clair  
Director of Public Projects and Facilities  
City of Beaufort  
1911 Boundary Street  
Beaufort, SC 29902

Re: SC 170 Sidewalk Extension

Dear Mr. St. Clair:

I am pleased to offer the following proposal to provide engineering design services for the SC 170 Sidewalk Extension Project. Our firm is prepared to begin work immediately upon your authorization.

PURPOSE:

The City of Beaufort is looking to extend the multi-use pathway on SC 170 (Robert Smalls Parkway) approximately 600lf from the end of the Boundary Street Project to the Spanish Moss Trail. The project includes sidewalk improvements, storm drainage improvements, street lighting and landscaping. Infrastructure Consulting & Engineering, PLLC (Consultant) shall perform the following scope of work at the direction of the City to begin design for the Project.

SCOPE OF WORK:

Task 1: Field Surveys

The Consultant shall perform field surveying necessary to design and develop plans for the project.

Control Surveys – The survey shall be performed in accordance with South Carolina Department of Transportation “Preconstruction Survey Manual” dated October, 2012. The horizontal control shall be tied to NAD 1983 NSR 2011. The vertical control shall be tied to NAVD88.

Design Surveys – Field surveys will be performed by the Consultant to collect all topographic and planimetric features utilizing numeric point numbers and SCDOT point coding within the identified survey limits. The survey data to be collected shall include, but are not limited to:

- Roadway centerline, edges of roadways and drives, sidewalks, guardrail and curb lines,
- Watercourses with water surface and bottom elevations,
- Drainage features to include top and invert elevations of structures, pipe sizes, pipe inverts, and pipe material. Upper or lower inverts of storm drainage pipes which extend beyond the survey limits shall also be located,
- Buildings, fences, signs, mailboxes, and other cultural features that would be relevant to the project.
• Specimen trees, planted landscape trees, grand trees (in accordance with local ordinances), tree lines, and shrubbery,
• Property and right-of-way monumentation that is accessible and visible,
• Breaklines and spot shots necessary to develop a Digital Terrain Model (DTM),
• Cross section shots along the roadway centerline at spacing no greater than 50’ and at all grade breaks,
• Visible utility features such as poles, water valves, manholes, fire hydrants, gas valves, pedestals, hand holes, and inverts of accessible gravity sewer manholes, and

The Consultant shall provide a best-fit centerline of the existing roadways within the limits of the survey boundaries based upon field survey data of the road centerline and record plans.

The Consultant shall provide all traffic control necessary to perform the survey work.

**Task 2: Hydrology Design & Permitting**

**Hydraulic Design**
The Consultant will modify the existing storm drainage to incorporate the new design. The Consultant will determine the pre-construction and post-construction flows at each outfall, and design channel improvements or stormwater detention if necessary. Where feasible, the Consultant shall provide additional storm drainage to improve any areas of deficient or inadequate drainage.

The Consultant will prepare drainage plans detailing the construction of any ditches, culverts, closed drainage systems, or stormwater detention required. The Consultant will also submit a Stormwater Management Report outlining the results of the hydrology, hydraulics, and the proposed design.

**Erosion Control Details**
The Consultant will prepare a design for minimizing erosion and off-site sedimentation during construction. The location and type of erosion control devices and best management practices will be shown on the final roadway plans. An erosion control data sheet will be provided. The Consultant will prepare all documentation and design calculations necessary to acquire the Notice of Intent (NOI) for the project.

All hydraulic design and documents will be in compliance with the following design criteria:
• SCDOT’s Requirements for Hydraulic Design Studies, dated May 26, 2009:
• SCDOT Stormwater Quality Design Manual, dated December 2014
• SC DOT Standard Drawings:
• The Environmental Protection Agency’s (EPA) National Pollutant Discharge Elimination System (NPDES) as administered under general permit by the Department of Health and Environmental Control (DEHC);
• South Carolina State Water Law.
Task 3: Roadway Design
Design will be completed in accordance with the policies and practices of SCDOT, including the SCDOT’s *Highway Design Manual and Standard Specifications for Road Construction* and *Standard Specifications for Local Governments’ Road and Street Construction*. Any items not covered by these sources will be as provided by the American Association of State Highway and Transportation Officials (AASHTO).

The survey information, as provided by the City, will be used to develop base plans upon which the proposed improvements will be shown. Project plans will be developed at a 1’=20’ scale and set up to print at 50% reduction on 11x17 size sheets.

**Preliminary Plans** - Preliminary plans will be developed to illustrate the preliminary alignment, grades, cross sections, construction limits, relevant dimensions, and location of existing features and proposed improvements. A typical section of the proposed improvements will be prepared to provide the standard section of improvement, pavement types and application rates, cross slopes, and limits of improvement. Plans will be of sufficient detail to facilitate a design field review with City staff.

**Design Field Review** - Once the preliminary design has been developed and shown on the plans, a design field review will be scheduled for the City and Consultant to review the project. Comments that arise from the field review will be used to develop final design plans or right of way plans if applicable.

**Construction Plans** - Upon receipt of review comments from the preliminary or right of way plans, the Consultant shall prepare final construction plans. The plan, profile, and cross section sheets will show information necessary to permit construction stakeout and to indicate and delineate details necessary for construction.

Construction details, general construction notes, a summary of estimated quantities sheet, pavement marking and signing sheets, will be provided in the plans. The final construction plans shall incorporate all items presented in the Roadway Construction Plans section of the SCDOT’s *Reference Material for Consultant Prepared Plans* dated April 25, 2003.

The construction plans will be signed and sealed by an Engineer licensed to practice in the State of South Carolina.

Task 4: Construction Engineering and Inspection
Construction engineering services will be provided to oversee and manage all facets of construction of the project and ensure the project is constructed in accordance to the design and specifications. The construction manager will be responsible for reviewing and providing recommendations to the owner for all pay applications, change orders and all other applicable submittals. A SCDOT certified CE&I technician will be on-site to perform materials testing and sampling, work zone traffic control services, safety management and construction inspection. All materials will be sampled in accordance with the SCDOT Construction Manual and tested in a SCDOT approved lab to ensure the quality of the products being used.
Deferred Services:
Development of the Project from preliminary design to construction may require additional services beyond those which are included in this proposal. The need for these additional services will be determined based upon the recommended improvements at the Project site. These additional services may include, but not limited to, the following:

1. Right-of-way Acquisition Services
2. Geotechnical Engineering
3. Wetland Mitigation Permitting
4. Subsurface Utility Engineering

Compensation:
The total not to exceed lump sum fee inclusive of labor and direct expenses for each task in the scope of services provided herein shall be as shown in below. Payment shall be made monthly without retainage based upon a percent complete for each task.

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>SC 170 Sidewalk Extension</th>
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<tr>
<td>1</td>
<td>Survey</td>
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<td>2</td>
<td>Hydrology Design &amp; Permitting</td>
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<td>Roadway Design</td>
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<td>4</td>
<td>Construction Admin &amp; Inspector</td>
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<tr>
<td></td>
<td>Project Total</td>
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</table>

Authorization:
All work shall be performed in accordance with the terms and conditions of the Professional Engineering Services Indefinite Delivery Agreement between Infrastructure Consulting & Engineering, PLLC and the City of Beaufort. Should you find this proposal to be acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with the City of Beaufort on this important Project.

Infrastructure Consulting & Engineering, PLLC

Jared Fralix, PE
VP of Site Development/CM-CEI Project Manager

Accepted By:
City of Beaufort

William Prokop
City Manager

1691 Turnbull Avenue | North Charleston, South Carolina 29405 | 843.266.3581 (P) | 843.266.3583 (F) | www.ice-eng.com
An Equal Opportunity Employer
ORDINANCE

Amending the 2018-2019 budget for the City of Beaufort to provide for the allocation and expenditure of incremental tax revenues (the "Incremental Tax Revenues") collected within the Redevelopment Project Area defined below.

WHEREAS, by Ordinance No. O-41-99 enacted June 22, 1999, City Council created a tax increment financing district ("TIF II") and established a plan (the "Redevelopment Plan") for the redevelopment of the Gateway Corridors Redevelopment Project Area (the "Redevelopment Project Area"); and

WHEREAS, TIF II expires by its terms on June 22, 2019 (the "Expiration Date"); and,

WHEREAS, under Section 31-6-70 of the South Carolina Code of Laws, costs of redevelopment projects within the Redevelopment Project Area incurred and budgeted prior to the Termination Date may be paid from Incremental Tax Revenues; and,

WHEREAS, the City has expended Incremental Tax Revenues as collected for redevelopment project costs in the Redevelopment Project Area as such costs have been incurred, as reflected in the following revenues and expenditures:

<table>
<thead>
<tr>
<th></th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
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<td>2,546,529</td>
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<td>Boundary Street</td>
</tr>
<tr>
<td>2017</td>
<td>2,094,570</td>
<td>29,900</td>
<td>Boundary Street</td>
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<tr>
<td>2018</td>
<td>47,147</td>
<td>4,351,967</td>
<td>Boundary Street &amp; Greenlawn Street projects</td>
</tr>
<tr>
<td>2019</td>
<td>---</td>
<td>2,387,423</td>
<td>Boundary Street &amp; Greenlawn Street projects</td>
</tr>
</tbody>
</table>

WHEREAS, the City has collected $4,275,360.00 in Incremental Tax Revenues which are available for allocation and budgeting for redevelopment project costs incurred in the Redevelopment Project Area; and,

WHEREAS, City Council has identified redevelopment projects in the Redevelopment Project Area that should be paid out of Incremental Tax Revenues; and,

WHEREAS, City Council finds that these redevelopment projects in the Redevelopment Project Area, and the funding of these projects out of Incremental Tax Revenues, are necessary, beneficial, and in the best interest of the City of Beaufort and its citizens; and,

WHEREAS, a budget amendment is necessary for the allocation and expenditure of these funds by the City out of Incremental Tax Revenues; and,
THEREFORE, BE IT ORDAINED, by the City of Beaufort, South Carolina, by Council duly assembled and by the authority of the same, that the 2018-2019 budget for the City of Beaufort shall be and is hereby amended to allocate $4,275,360.00 in Incremental Tax Revenues to budgeted costs incurred for the following redevelopment projects in the Gateway Corridors Redevelopment Project Area:

(A) Land and right-of-way acquisition, street improvement, medians and sidewalks, including without limitation the following:

1. Land and property acquisition within the Redevelopment Area.................................................. $3,225,360.00
2. Median in front of City Hall and Spanish Moss Trail Connection.............................................. $100,000.00

(B) Public Facilities repair and renovation, including without limitation the following:

3. Municipal Complex mechanical/HVAC and security retrofit.................................................. $750,000.00
4. Public Works building upfit................................................. $200,000.00

This Ordinance shall become effective immediately upon adoption.

BILLY KEYSERLING, MAYOR

Attest:

IVETTE BURGESS, CITY CLERK

1st Reading
2nd Reading & Adoption
Reviewed by:

WILLIAM B. HARVEY, III, CITY ATTORNEY

April 23, 2019
May 7, 2019
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL  DATE: 5/23/2019
FROM: Kathy Todd
AGENDA ITEM TITLE: Authorization to allow City Manager to enter into Contract with Olivers Bushhogging for the Jane Way Project
MEETING DATE: 5/28/2019
DEPARTMENT: Finance

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Upload Date</th>
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<tbody>
<tr>
<td>Recommendation Memo</td>
<td>Cover Memo</td>
<td>5/23/2019</td>
</tr>
<tr>
<td>Draft Contract</td>
<td>Cover Memo</td>
<td>5/23/2019</td>
</tr>
</tbody>
</table>
January 14th, 2019

Matt St. Clair  
Director of Public Projects and Facilities  
City of Beaufort  
1911 Boundary Street  
Beaufort, SC 29902

Re: SC 170 Sidewalk Extension

Dear Mr. St. Clair:

I am pleased to offer the following proposal to provide engineering design services for the SC 170 Sidewalk Extension Project. Our firm is prepared to begin work immediately upon your authorization.

PURPOSE:

The City of Beaufort is looking to extend the multi-use pathway on SC 170 (Robert Smalls Parkway) approximately 600lf from the end of the Boundary Street Project to the Spanish Moss Trail. The project includes sidewalk improvements, storm drainage improvements, street lighting and landscaping. Infrastructure Consulting & Engineering, PLLC (Consultant) shall perform the following scope of work at the direction of the City to begin design for the Project.

SCOPE OF WORK:

Task 1: Field Surveys

The Consultant shall perform field surveying necessary to design and develop plans for the project.

Control Surveys – The survey shall be performed in accordance with South Carolina Department of Transportation “Preconstruction Survey Manual” dated October, 2012. The horizontal control shall be tied to NAD 1983 NSR 2011. The vertical control shall be tied to NAVD88.

Design Surveys – Field surveys will be performed by the Consultant to collect all topographic and planimetric features utilizing numeric point numbers and SCDOT point coding within the identified survey limits. The survey data to be collected shall include, but are not limited to:

- Roadway centerline, edges of roadways and drives, sidewalks, guardrail and curb lines,
- Watercourses with water surface and bottom elevations,
- Drainage features to include top and invert elevations of structures, pipe sizes, pipe inverts, and pipe material. Upper or lower inverts of storm drainage pipes which extend beyond the survey limits shall also be located,
- Buildings, fences, signs, mailboxes, and other cultural features that would be relevant to the project.
• Specimen trees, planted landscape trees, grand trees (in accordance with local ordinances), tree lines, and shrubbery,
• Property and right-of-way monumentation that is accessible and visible,
• Breaklines and spot shots necessary to develop a Digital Terrain Model (DTM),
• Cross section shots along the roadway centerline at spacing no greater than 50’ and at all grade breaks,
• Visible utility features such as poles, water valves, manholes, fire hydrants, gas valves, pedestals, hand holes, and inverts of accessible gravity sewer manholes, and

The Consultant shall provide a best-fit centerline of the existing roadways within the limits of the survey boundaries based upon field survey data of the road centerline and record plans.

The Consultant shall provide all traffic control necessary to perform the survey work.

**Task 2: Hydrology Design & Permitting**

**Hydraulic Design**
The Consultant will modify the existing storm drainage to incorporate the new design. The Consultant will determine the pre-construction and post-construction flows at each outfall, and design channel improvements or stormwater detention if necessary. Where feasible, the Consultant shall provide additional storm drainage to improve any areas of deficient or inadequate drainage.

The Consultant will prepare drainage plans detailing the construction of any ditches, culverts, closed drainage systems, or stormwater detention required. The Consultant will also submit a Stormwater Management Report outlining the results of the hydrology, hydraulics, and the proposed design.

**Erosion Control Details**
The Consultant will prepare a design for minimizing erosion and off-site sedimentation during construction. The location and type of erosion control devices and best management practices will be shown on the final roadway plans. An erosion control data sheet will be provided. The Consultant will prepare all documentation and design calculations necessary to acquire the Notice of Intent (NOI) for the project.

All hydraulic design and documents will be in compliance with the following design criteria:
• SCDOT’s Requirements for Hydraulic Design Studies, dated May 26, 2009:
• SCDOT Stormwater Quality Design Manual, dated December 2014
• SCDOT Standard Drawings:
• The Environmental Protection Agency’s (EPA) National Pollutant Discharge Elimination System (NPDES) as administered under general permit by the Department of Health and Environmental Control (DEHC);
• South Carolina State Water Law.
Task 3: Roadway Design
Design will be completed in accordance with the policies and practices of SCDOT, including the SCDOT’s Highway Design Manual and Standard Specifications for Road Construction and Standard Specifications for Local Governments’ Road and Street Construction. Any items not covered by these sources will be as provided by the American Association of State Highway and Transportation Officials (AASHTO).

The survey information, as provided by the City, will be used to develop base plans upon which the proposed improvements will be shown. Project plans will be developed at a 1"=20' scale and set up to print at 50% reduction on 11x17 size sheets.

Preliminary Plans - Preliminary plans will be developed to illustrate the preliminary alignment, grades, cross sections, construction limits, relevant dimensions, and location of existing features and proposed improvements. A typical section of the proposed improvements will be prepared to provide the standard section of improvement, pavement types and application rates, cross slopes, and limits of improvement. Plans will be of sufficient detail to facilitate a design field review with City staff.

Design Field Review - Once the preliminary design has been developed and shown on the plans, a design field review will be scheduled for the City and Consultant to review the project. Comments that arise from the field review will be used to develop final design plans or right of way plans if applicable.

Construction Plans - Upon receipt of review comments from the preliminary or right of way plans, the Consultant shall prepare final construction plans. The plan, profile, and cross section sheets will show information necessary to permit construction stakeout and to indicate and delineate details necessary for construction.

Construction details, general construction notes, a summary of estimated quantities sheet, pavement marking and signing sheets, will be provided in the plans. The final construction plans shall incorporate all items presented in the Roadway Construction Plans section of the SCDOT’s Reference Material for Consultant Prepared Plans dated April 25, 2003.

The construction plans will be signed and sealed by an Engineer licensed to practice in the State of South Carolina.

Task 4: Construction Engineering and Inspection
Construction engineering services will be provided to oversee and manage all facets of construction of the project and to ensure the project is constructed in accordance to the design and specifications. The construction manager will be responsible for reviewing and providing recommendations to the owner for all pay applications, change orders and all other applicable submittals. A SCDOT certified CE&I technician will be on-site to perform materials testing and sampling, work zone traffic control services, safety management and construction inspection. All materials will be sampled in accordance with the SCDOT Construction Manual and tested in a SCDOT approved lab to ensure the quality of the products being used.
Deferred Services:
Development of the Project from preliminary design to construction may require additional services beyond those which are included in this proposal. The need for these additional services will be determined based upon the recommended improvements at the Project site. These additional services may include, but not limited to, the following:

1. Right-of-way Acquisition Services
2. Geotechnical Engineering
3. Wetland Mitigation Permitting
4. Subsurface Utility Engineering

Compensation:
The total not to exceed lump sum fee inclusive of labor and direct expenses for each task in the scope of services provided herein shall be as shown in below. Payment shall be made monthly without retainage based upon a percent complete for each task.

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>SC 170 Sidewalk Extension</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Survey</td>
<td>$2,593.08</td>
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<tr>
<td>2</td>
<td>Hydrology Design &amp; Permitting</td>
<td>$3,529.71</td>
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<tr>
<td>3</td>
<td>Roadway Design</td>
<td>$10,303.32</td>
</tr>
<tr>
<td>4</td>
<td>Construction Admin &amp; Inspector</td>
<td>$8,742.40</td>
</tr>
<tr>
<td></td>
<td>Project Total</td>
<td>$25,168.51</td>
</tr>
</tbody>
</table>

Authorization:
All work shall be performed in accordance with the terms and conditions of the Professional Engineering Services Indefinite Delivery Agreement between Infrastructure Consulting & Engineering, PLLC and the City of Beaufort. Should you find this proposal to be acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with the City of Beaufort on this important Project.

Infrastructure Consulting & Engineering, PLLC

Jared Fralix, PE
VP of Site Development/CM-CEI Project Manager

Accepted By:
City of Beaufort

William Prokop
City Manager

1691 Turnbull Avenue | North Charleston, South Carolina 29405 | 843.266.3581 (P) | 843.266.3583 (F) | www.ice-eng.com

An Equal Opportunity Employer
Standard Agreement Between

City of Beaufort and Oliver’s Bush-Hogging,

where the basis of payment is a STIPULATED SUM

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the _____ day of ___________ in the year 2019

BETWEEN the Owner:

CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT, SOUTH CAROLINA 29902

and the Consultant

OLIVER’S BUSH-HOGGING
101 SCHEIN LOOP
BEAUFORT, SOUTH CAROLINA 29906

The Project is:

RFP 2019-110 JANE WAY CANAL

The Engineer is:

ICE – Infrastructure Consulting & Engineering

The Owner and Oliver’s Bush-Hogging agree as follows:

ARTICLE 1 - THE DOCUMENTS

The contract Documents consist of this Agreement, (City of Beaufort and Oliver’s Bush-Hogging) Conditions of the Contract (General, Supplementary and other Conditions), the Request for Proposal (RFP #2019-110) and the Proposal Submitted by Oliver’s Bush-Hogging in response to this RFP, Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Document, other than Modifications appears in Article 8.

ARTICLE 2 - THE WORK OF THIS AGREEMENT

Oliver’s Bush-Hogging shall fully execute the Work described in the Agreement, except to the extent specifically indicated in the Agreement to be the responsibility of others.
ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

NOTICE TO PROCEED WILL BE ISSUED WITHIN (1) DAY OF SIGNED AGREEMENT.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic’s liens and other security interests, the Owner’s time requirement shall be as follows:

SEVEN (7) DAYS

3.2 Oliver’s Bush-Hogging: Time shall be measured from the date of commencement.

3.3 Oliver’s Bush-Hogging shall achieve Substantial Completion of the entire Work not later than Thirty (30) days from the date of commencement, or as follows, subject to adjustments of this Agreement as provided in the Contract Documents.

ARTICLE 4 - CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be

($51,399.00) Fifty-One Thousand Three Hundred and Ninety-Nine dollars

subject to additions and deductions as provided in the Agreement.

ANY ADDITIONS ABOVE THE ORIGINAL DOLLAR AMOUNT WILL BE THE RESPONSIBILITY OF THE OWNER.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Agreement and are hereby accepted by the Owner:

NO ALTERNATES REQUIRED IN THIS AGREEMENT

4.3 Unit prices, if any, are as follows:

$51,399.00 LUMP SUM

ARTICLE 5 - PAYMENTS

5.1 Progress Payments

5.1.1 Based upon Applications for Payment submitted to the City by the Consultant and Certificates, the City shall make progress payments based on the Contract Sum to the Contractor as provided below and elsewhere in the Agreement

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
5.1.3 Provided that an Application for Payment is received by the City not later than the **Fifth (5th) day** of a month, the Owner shall make payment to the Contractor not later than the **Twenty (20th) day** of the **same** month. If an Application for Payment is received by the City after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the City receives the Application for Payment.

5.1.4 **LABOR REQUIREMENTS**

Not Applicable

5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Agreement, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided.

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (10%);

3. Subtract the aggregate of previous payments made by the Owner; and

4. Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment.

5.1.7 The progress payment amount determined in Subparagraph 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

2. Add, if final completion of the work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable.

5.2 **FINAL PAYMENT**

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to **Oliver’s Bush-Hogging** when:

1. **Oliver’s Bush-Hogging** has fully performed the Agreement except for the City’s responsibility to correct Work, and to satisfy other requirements, if any, which extend beyond final payment.
5.2.2 The Owner’s final payment to Oliver’s Bush-Hogging shall be made no later than (5) five days after the acceptance and completion of work, by the City.

ARTICLE 6 - TERMINATION OR SUSPENSION

6.1 The Agreement may be terminated by the Owner or Oliver’s Bush-Hogging prior to work commencing.

6.2 The work may be suspended by the Owner

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 The Owner’s representative is:

MATT ST. CLAIR, DIRECTOR OF PUBLIC PROJECTS
CITY OF BEAUFORT
1911 BOUNDARY ST
BEAUFORT, SOUTH CAROLINA 29902

7.2 Oliver’s Bush-Hogging representative is

WALTER OLIVER
OLIVER’S BUSH-HOGGING
101 SCHEIN LOOP
BEAUFORT, SOUTH CAROLINA 29906

7.3 Neither the Owner’s nor the Oliver’s Bush-Hogging representative shall be changed without ten days’ written notice to the other party.

7.4 Other Provisions:

UTILITY CONTACTS

Gray Wilson – SCE&G 843-525-7775
Kerry Bunton – SCE&G 843-525-7742
David Stiles – SPRINT 843-525-7932
Frank Denmark – HARGRAY 843-815-1682
ARTICLE 8 - ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Agreement, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed Standard Form of Agreement Between the City of Beaufort and (Owner) and Oliver’s Bush-Hogging (Contractor)

8.1.2 The General Conditions are the General Conditions of the Agreement for Drainage Maintenance and Repair Services.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual and are as follows:

1. N/A

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

SEE ENGINEERS SCOPE OF WORK CONTAINED IN THE RFP 2019-110

8.1.5 The Engineers record drawings, survey, and photos are to be part of this contract and due to the City upon contract completion.

8.1.6 The Addenda, if any, are as follows:

NONE RECORDED

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

THE REQUEST FOR PROPOSAL -RFP# 2019-110, AND THE PROPOSAL SUBMITTED IN RESPONSE TO THE RFP ARE ATTACHED HERETO AND BY THIS REFERENCE
This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Director of Public Projects, one to the Consultant for use in the administration of the Agreement, and the remainder to the Owner.

CITY OF BEAUFORT
1911 Boundary Street
BEAUFORT, SOUTH CAROLINA 29902

__________________________  _______________________
CITY OF BEAUFORT                     DATE
(Signature)

____________________________
(Printed name and title)

__________________________  _______________________
OLIVER’S BUSH-HOGGING                     DATE
(AUTHORIZED REPRESENTATIVE)  
(Signature)

____________________________
(Printed name and title)
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL
FROM: Ivette Burgess, City Clerk
AGENDA ITEM TITLE: Approval of City Council Summer Schedule
MEETING DATE: 5/28/2019
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

City Council will meet on Tuesday, July 16, 2019 (Worksession) and be on summer break through August 20, 2019. Council meetings will reconvene on Tuesday, August 27, 2019.

PLACED ON AGENDA FOR: Action

REMARKS:
CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL
FROM: Ivette Burgess, City Clerk
AGENDA ITEM TITLE: Ordinance repealing and amending certain existing Ordinances to address and/or cure constitutional, enforcement and other concerns - 1st Reading
MEETING DATE: 5/28/2019
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:
City Staff continues to review the City's Ordinances as directed by the City Manager.
These amendments were discussed in Worksession on February 26, 2019

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:
Description | Type                  | Upload Date
Ordinance   | Backup Material       | 5/24/2019
ORDINANCE

Repealing and amending certain existing Ordinances to address and/or cure constitutional, enforcement and other concerns

WHEREAS, City staff has identified certain City Ordinances that should be repealed and/or amended to address constitutional, enforcement or other concerns; and,

WHEREAS, City Council agrees that it is in the best interest of the City to modify and update ordinances to conform to changing constitutional directives as pronounced by state and federal judiciary, and to improve enforcement and administration;

THEREFORE, BE IT ORDAINED, by Beaufort City Council, in counsel duly assembled, and by the authority of the same, that the following repeal and/or modifications to City Ordinances shall be made, for the reasons set forth:

(1) **Repeal Chapter 1, Part 9, Section 9-1004–Disturbance of the peace; disorderly conduct**
Reason: constitutional concerns, as expressed in judicial decisions, about the vagueness and enforcement of this ordinance.

(2) **Repeal Chapter 1, Part 9, Section 9-1012–Purchase, sale, possession, etc., of stolen, etc. pistol.**
Reason: there is a S.C. state statute that makes this offense a felony–therefore, having a municipal ordinance, and keeping this charge as a municipal level offense, is contrary to state law.

(3) **Repeal Chapter 1, Part 9, Section 9-1013–False reports**
Reason: there is a state statute that specifically distinguishes between making a false report of a misdemeanor and making a false report of a felony–having a municipal ordinance that does not make this distinction creates confusion with enforcement and is contrary to state law.

(4) **Repeal Chapter 1, Part 8, Section 8-1007–Careless operation of a vehicle.**
Reason: by ruling of the South Carolina Supreme Court, municipalities are prohibited from using this ordinance to enforce traffic offenses.

(5) **Repeal Chapter 1, Part 6, Section 6-3002–Littering prohibited.**
Reason: state law was updated in 2018 to include more specific items, to include the waterways, and to update the penalty, making this municipal ordinance vague and in conflict with state law.

(6) **Amending Chapter 1, Part 9, Section 9-1008( c), to add that permits may be granted by “the City Manager or City Council...”**. Subsection 9-1008( c) shall now read as follows:
Except as within the Nighttime Music District as defined in subsection (d) below and on any lot zoned Industrial Park District, the use of horns, radios, phonographs, loud speakers, whistles, exhausts, pile drivers, blowers, or other devices not numerated here, but which cause loud or irritating noises, between the hours of 9:00 p.m. and 8:00 a.m., which are plainly audible from a distance of fifty (50) feet from its source, shall be considered prima facie evidence of a violation of subsection (a), unless such device was used as a danger warning or in some similar emergency or a permit has been granted by the City Manager or City Council for same. As to properties located within the Nighttime Music District, as defined in subsection (d) below, the following shall apply: (1) the use of horns, radios, phonographs, amplifiers, loudspeakers, whistles, exhausts, pile drivers, blowers, or other devices not numerated here, but which cause loud or irritating noises, between the hours of 10:00 p.m. and 1:00 a.m. on Sunday through Thursday nights only, which are plainly audible from a distance of fifty (50) feet from its source, shall be considered prima facie evidence of violation of subsection (a); and (2) the use of horns, radios, phonographs, amplifiers, loudspeakers, whistles, exhausts, pile drivers, blowers, or other devices not numerated here, but which cause loud or irritating noises, between the hours of 1:00 a.m. and 7:00 a.m., which are plainly audible outside the exterior walls of the building containing its source, shall be considered prima facie evidence of a violation of subsection (a). Notwithstanding any time periods or other provisions of this section, sound (from any of the sources specified herein) which exceeds eighty-five (85) decibels (dB(C)) measured at any time at the property line of the establishment from which the music is being generated shall be considered prima facie evidence of a violation of subsection (a).

Reason: to improve administration of this regulation.

(7) Repeal all of Part 2, Chapter 4, Sections 2-4001–Alarm Systems

Reason: These ordinances were enacted in 1982, when the City had its own dispatch center. The ordinances have never been updated. They are totally out of date regarding modern technology, building codes, and County emergency dispatch. They are no longer effective or enforced.

(8) Repeal Part 8, Chapter 1, Section 8-1008–Handheld electronic communication devices

Reason: Restrictions regarding handheld electronic communication devices are now state law, and this ordinance is in conflict with this state law.

(9) Amend Part 9, Chapter 1, Section 9-1010 (b)(6), to strike the current subsection (6), and replace it with the following language:

“A person discharging a firearm in order to protect people and pets from animals that the person reasonably believes to pose a direct threat or danger to people and/or pets.”

Reason: This amendment brings this Ordinance in line with county ordinances, and state law.
This Ordinance shall become effective upon adoption.

__________________________
BILLY KESERLYING, MAYOR

ATTEST:

__________________________
IVETTE BURGESS, CITY CLERK

1st Reading__________________
2nd Reading and adoption__________

Reviewed by: __________________________
    William B. Harvey, III
    City Attorney