



CITY OF BEAUFORT
1911 BOUNDARY STREET
BEAUFORT MUNICIPAL COMPLEX
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7070

CITY COUNCIL REGULAR MEETING AGENDA
October 18, 2016

**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. Proclamation Proclaiming Red Ribbon Week October 23-31, 2016
- B. Character Education Proclamation - Jennyfer Mata-Sanes, Shankliln Elementary School

IV. PUBLIC COMMENT

V. PUBLIC HEARING

VI. MINUTES

- A. Worksession and Regular Meeting September 13, 2016
- B. Worksession Meeting September 20, 2017

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Ordinance Establishing the Allowance of Food Trucks-1st Reading
- B. Ordinance Allowing the City Manager to Execute an Amendment to an Existing Development Agreement-1st Reading
- C. Ordinance Rezoning a Portion of a Parcel of Property located at 188 Robert Smalls Parkway, from General Commercial District to Highway Commercial District-1st Reading
- D. Acceptance of \$150,000 award for up-fit of the Beaufort Digital Corridor at 500 Carteret Street an Economic Development Program for the City
- E. Approval to accept the Redvelopment Commission's recommendation to offer a

Incentive Program for the In-Fill projects on Duke Street

- F. Authorization to allow City Manager to enter into contractual agreement with the Don Ryan Center of Bluffton for use of vacant space in City Hall and to enter into an Economic Development Program similiar to the one in Bluffton
- G. Resolution Supporting Reconstruction Era Monument
- H. Authorization to allow City Manager to enter into Contract for Street Sweeping Services
- I. Authorization to allow City Manager to enter into a Statewide Mutual Aid Agreement
- J. Appointments to City Boards and Commissions - Tourism Development Advisory Committee (TDAC)
- K. Request for Co-Sponsorship for use of Waterfront Park for "A Community Thank You"
Friday, October 21, 2016

IX. REPORTS

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

X. ADJOURN



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/7/2016
FROM: Ivette Burgess, City Clerk
AGENDA ITEM
TITLE: Proclamation Proclaiming Red Ribbon Week October 23-31, 2016
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Backup Material	10/7/2016



PROCLAMATION

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

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

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

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

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

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

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims, October 23-31, 2016 as

RED RIBBON WEEK

Beaufort City Council encourages all citizens to join us in this special observance.

IN WITNESS THEREOF, I hereunto set my hand and caused the Seal of the City of Beaufort to be affixed this 11th day of October 2016

BILLY KEYSERLING, MAYOR

ATTEST:

IVETTE BURGESS, CITY CLERK



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/7/2016
FROM: Ivette Burgess, City Clerk
AGENDA ITEM
TITLE: Character Education Proclamation - Jennyfer Mata-Sanes, Shanklin Elementary School
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation	Backup Material	10/7/2016



PROCLAMATION

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

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

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

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

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

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

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

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

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

WHEREAS, Jennyfer Mata-Sanes was selected as the winner by Shanklin Elementary School as the student of the month.

NOW, THEREFORE, the City Council of the City of Beaufort, South Carolina, hereby proclaims September 2016 as

JENNYFER MATA-SANES AS SHANKLIN ELEMENTARY STUDENT OF THE MONTH

The City of Beaufort thereby pronounces Acceptance as the word for the month of September and applauds Jennyfer Mata-Sanes, the Beaufort County School District, and Shanklin Elementary School for their work and specifically honors Jennyfer Mata-Sanes as 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 11th day of September 2016.

BILLY KEYSERLING, MAYOR

ATTEST:

IVETTE BURGESS, CITY CLERK



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/7/2016
FROM: Ivette Burgess, City Clerk
AGENDA ITEM
TITLE: Worksession and Regular Meeting September 13, 2016
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Minutes	Backup Material	10/7/2016

A work session of the Beaufort City Council was held on September 13, 2016 at 5:00 p.m. in the Beaufort Municipal Complex, 1901 Boundary Street. In attendance were Mayor Billy Keyserling, Councilmen Mike McFee, George O'Kelley, 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.

NEW EMPLOYEE RECOGNITION

Mr. Prokop introduced **Neal Pugliese**, the city's new senior project manager and military liaison, who will also fill other roles.

PALMETTO PRIDE PROJECT UPDATE

Michael Murphy said this is not a city grant; a group, Keep Beaufort County Beautiful, has obtained it. This initiative is to fight litter and beautify South Carolina. The grant will replace 20 crepe myrtle trees with 26 new ones that have a lower growth pattern. The crepe myrtle tree is misunderstood as far as its pruning needs, Mr. Murphy said; in fact, it should not be pruned. The sizes range from 3' to 50', and they plan to educate the community about what type to get, how to restore crepe myrtles that have been pruned badly, etc. Public Works, the City of Beaufort, BJWSA, SCDOT, SCE&G, and commercial landscaping companies are among the project's partners.

Mr. Murphy said the fall and winter are good times to put the trees in, and they need a year of care to get established. Mr. Prokop asked about the time between pulling out the old crepe myrtles and putting in the new ones, because the city will get calls from concerned citizens. Mr. Murphy said it would be a month or two. Mr. Prokop asked if the group would issue a press release. **Isaiah Smalls** said that the press would be notified as well as homeowners.

Deborah Johnson said the city's Palmetto Pride grant was for the dog park at Southside Park and the Spanish Moss Trail, so she thought they should coordinate the timing of the press releases on the projects. Mr. Prokop said legislators would be invited to the grand opening of the dog park as part of a celebration of the city's receiving its Palmetto Pride grant.

FOOD TRUCK REGULATIONS

Mr. Prokop explained the report that staff had compiled, the language for which was taken from other municipalities' ordinances. He said he had obtained Columbia's ordinance, and the Chamber of Commerce, the restaurant association, and others would be asked for their input. Staff, at this point, wanted council's input before they included "more specific language in the draft ordinance," Mr. Prokop said. The Santa Elena Foundation had said it would be happy to have food trucks at its city- and county-owned parking lots; they would prefer to use the county lot, he said, because of the level of exposure for the food trucks.

Councilman O’Kelley recommended that in section 1, “License Required,” (A) should be (C), and (B) and (C) should “move up.” He recommended that (A) be changed to clarify the language.

Councilman Cromer recommended a grammatical change on page 1. On page 2, he said “unreasonably load” should be “unreasonably loud”; on page 4, in (D), “vendor” should be plural. Councilman Cromer said on page 5 (N), the second \$1,000,000 is missing a “0”.

Councilman O’Kelley said no fine is listed for violations by food truck vendors in the city’s draft: “It simply states you can lose your license if you do something wrong.” He said **Bill Harvey** had told him an accompanying fine “gets their attention more.”

Horry County has a maximum number of vendors who can operate, Councilman O’Kelley said. That county is “really big” and has a lot of commercial activity, but Beaufort might want to consider a cap on the number of vendors as well.

Councilman McFee said that the 200’ separation requirement, and limitations because of the sizes of the trucks relative to the street, would limit the number of food trucks naturally. Councilman O’Kelley said that there could be “creep,” though, among the vendors.

Mr. Prokop said **Libby Anderson** had said that people have said that they would like food truck rodeos, and those would need to be permitted. **Ivette Burgess** said those would be considered “a special event.” Councilman Murray said the farmers’ market could be classified as a rodeo, so 4 or 5 food trucks could be lined up. With 200’ separation, they’re very far apart, he said, and in some places (e.g., on Carteret Street), there could be only 2 food trucks. He asked how the 200’ separation had been determined. Councilman McFee said it doesn’t make sense because food trucks are meant to encourage options for consumers, and this limitation would be “counterproductive.” Councilman Cromer said he thought it was important to separate them from brick and mortar establishments.

Councilman Murray asked if a restaurant was considered a “vending operation.” Councilman Cromer said they need a definition section in this document. For example, he asked about ice cream trucks and whether those would qualify as food trucks. Mr. Prokop said there’s a hot dog cart and a slushee cart in Waterfront Park; Councilman McFee said those are permitted businesses.

Ms. Burgess said Horry County’s ordinance is a good model to look at; she likes the language because it is “pretty cut and dried.”

Councilman Murray said he didn’t see a specific allowance for food trucks on private property. Mr. Prokop said they would do away with the requirement that 4 businesses sharing a private lot had to give permission for a food truck to be allowed to be there. He said they do not anticipate food trucks being in parking spaces on roads, only in parking lots.

Councilman Cromer asked about limiting the number of food trucks to two in “a designated public space at any time.” He said some cities have things like “Food Truck Fridays,” and he asked if that would have to be a special event each time those were held. Mr. Prokop said he felt that two food trucks together are likely to drive more business than one would. There was general agreement with this. Councilman Murray said the “distance separations are important for safety, and “from rights-of-way and residential neighborhoods, and from brick and mortar restaurants,” but otherwise he doesn’t “see why we would have to have it in the ordinance.”

Councilman Murray said the “Rules and Regulations” section on page 3 “gets into a lot of things that DHEC is already addressing.” He asked how **Al Johnson** would enforce these rules and regulations. Mr. Prokop said Councilman Murray is correct: DHEC would regulate those things. Like a restaurant, a food truck would have to follow DHEC’s rules and regulations. Mayor Keyserling said they should clarify that food trucks would not need to have 2 inspections. Mr. Prokop said the city’s inspections would only be for things like fire safety.

Councilman Murray said **Amber Bryson** and **Pete Izzillo** have a large rig, and Ms. Bryson was concerned it wouldn’t fit in an 8’ x 22’ space. Mr. Prokop said that was something another municipality had in their ordinance, but for Beaufort’s, it could just be that the truck has to fit in a space or 2 spaces, not a limit on the truck’s length. Councilman Murray said they might be able to limit the number of trucks by having “designated food truck zones.”

In 4(F), lunchtime is designated as being from 10 a.m. to 2 p.m., Monday through Friday, Councilman Murray said, and he suggested including Saturday and Sunday. There was general discussion about how this should be handled. Mr. Prokop said they should make it as simple as they can. A neighborhood might want to limit the days that food trucks are in their neighborhood (e.g., in Pigeon Point Park and Southside Park). Councilman McFee said, “There’s residential within 200’ of every point of Pigeon Point Park,” so it will probably be excluded.

Nan Sutton commented that in the matter of allowing food trucks to operate 7 days a week, there are tourists in town on the weekends, and they are always looking for things to do; having food trucks to visit “would be positive,” she feels. Also, they would want to include Sundays so there could be food truck festivals on 3-day weekends.

Mayor Keyserling said as long as the city protects its neighborhoods and ensures that the food trucks don’t intrude on the restaurants in the core commercial district or park on the street, they should be allowed to open and “find their market.” He feels the city should protect public safety, but it should also be as unrestrictive as possible, as long as the food trucks are not nuisances. Councilman McFee and Councilman Murray agreed.

Councilman Murray asked about the base fee for an in-city business license for a food truck. **Kathy Todd** said it depends on their rate class, and she was uncertain which rate class a food truck would fall into. Mayor Keyserling asked about the “peddlers” fee and said he thought it was “pretty high” in order to limit their number. Ms. Todd said that Mr. Johnson had said a food truck needs to be distinguished from a peddler. Councilman O’Kelley said a peddler’s

license is “for a distinct moment in time,” such as Water Festival. Mayor Keyserling said there were 3 spots designated for peddlers in Waterfront Park, and now it’s down to 2 peddlers, and their fee was “pretty high.”

Councilman Murray described how the Town of Port Royal charges for its peddler’s license, which is a flat fee, and how they license food trucks there. He said that the fees the City of Beaufort is considering would be very expensive for a food truck vendor; food trucks would pay the base rate for their business license, and the following year, “a business license fee on their gross receipts,” plus a \$350 peddler’s license fee. Councilman Murray said food trucks operate in multiple jurisdictions, so the city should keep the fees low to encourage other food trucks to come in, perhaps even from Savannah or Charleston, while ensuring it covers its expenses for staff time.

Councilman Murray asked about the expiration date for the food truck fee. Mr. Prokop said it would align with the business license fee, which runs through December 31. Councilman Murray asked if they could pro-rate the food truck fee for mid-year applicants, and Mr. Prokop said they could do that, and they could set the fee at any rate.

Councilman Murray said that food trucks could be used to cater parties and weddings, and they should have language to that effect. Mr. Prokop said that is similar to food trucks going to a construction site to feed workers there. Councilman McFee said if the food trucks are licensed, and they do a function on private property for a party, they would be like a caterer, so that would be covered. Councilman Murray said yes, but the ordinance now says that they have to have a site plan when they are in business. Mayor Keyserling said they would not be selling to the public at a private event. Councilman Cromer said they could make a provision for parties on private property. Councilman Murray said they should make a distinction between private and public in regard to the need for site plans.

Ms. Todd said a food truck is a rate class 2, “like any other food establishment that is not serving alcohol,” and the base fee for an in-city business is \$32; out-of-city businesses have a \$64 base, and then it’s \$1.26 per every \$1000 over \$2000.

Mayor Keyserling asked why there would be a fee for food trucks apart from those restaurants pay. Councilman Murray agreed and said food trucks also have to have a commercial commissary (a DHEC requirement), and “someone is paying property taxes on that,” potentially in addition to the taxes they pay on their mobile units. There was a general discussion about fees and how the fee, if there is one, should be based on the administrative time of staff. Councilman McFee said “some staff” would have to “look at the sites.” He doesn’t want the food truck fee “to be onerous or a disincentive,” but he feels there is “an expectation because everybody else charges something” in the way of a food truck fee in addition to business license fees. Councilman Murray agreed there should be “some . . . regulatory fee that’s attached to staff’s time,” but if it goes well, the city will “make more money off the business license receipts than we will from” the food truck fee. KT added, “they would have to pay hospitality tax, too.”

Councilman McFee said if the city charges food trucks a \$200 fee, and then a base fee of \$64, doing business in Beaufort would still be less expensive for a food truck than it would be in the Town of Port Royal.

Mr. Prokop said staff would apply these comments – and those obtained from others – in its creation of another draft of the food truck ordinance for council’s consideration.

EXECUTIVE SESSION

Pursuant to Title 30, Chapter 4, and Section 70 (a) (2) of the South Carolina Code of Law, **Councilman O’Kelley made a motion, seconded by Councilman McFee, to enter into Executive Session for a discussion of legal matters related to the Burton Fire District, and for-profit activities conducted by non-profit organizations, as well as discussion of appointments to boards and commissions, and the Tourism Development Advisory Committee (TDAC). The motion passed unanimously.**

There being no further business to come before council, the work session was adjourned at 5:57 p.m.

A regular meeting of the Beaufort City Council was held on September 13, 2016 at 7:00 p.m. in the Beaufort Municipal Complex, 1901 Boundary Street. In attendance were Mayor Billy Keyserling, Councilmen Mike McFee, George O’Kelley, Phil Cromer, and Stephen Murray, 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.

Councilman O’Kelley made a motion, second by Councilman Murray, to recess the Executive Session, to which council would return following its regular session. The motion passed unanimously.

CALL TO ORDER

Mayor Keyserling called the regular meeting to order at 7:05 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Councilman McFee led the invocation and the Pledge of Allegiance.

IMAGINE A DAY WITHOUT WATER RESOLUTION

Councilman Murray made a motion, second by Councilman McFee, to approve the resolution. The motion passed unanimously. Councilman McFee read the resolution, and Mayor Keyserling presented the document to **Donna Altman**, BJWSA.

PUBLIC COMMENT

Bob Bender, curator of the Lowcountry Estuarium, said he had served on the City of Beaufort’s first ATAX committee 30 years ago, at which time he helped the Beaufort Orchestra obtain its \$2000 request for its chamber orchestra. Two organizations he has headed have been a part of the tourism in this area. Mr. Bender had looked into applying to TDAC for a grant this year, but the estuarium wouldn't qualify any more than the Beaufort Orchestra’s request would have 30 years ago, if he hadn’t helped to shepherd that. Because of “the way TDAC is set up,” Mr. Bender said, the Lowcountry Estuarium can’t ask for the \$1000 grant it would like to apply for. He asked that council set aside a small portion of ATAX funding for those requests that do not meet the “very narrow parameters” for TDAC requests.

The Lowcountry Estuarium is “pretty much . . . in a holding pattern” while it awaits the sale of the port, Mr. Bender said. Its “ultimate goal” is a “museum/estuarium/aquarium” as part of the redevelopment of the port property. He said, “We have been very strong advocates for tourism” over the years. TDAC requires that organizations draw in tourists from 50+ miles outside of Beaufort, and he said those who come to the Lowcountry Estuarium also stay in the area to shop and eat, etc. The organization would like to get student and group tours to the Lowcountry Estuarium and into Beaufort, Mr. Bender said.

PUBLIC HEARING: UDO AMENDMENT REVISING SECTION 7.2.G.4 AND SECTION 11.2 TO ADD PROVISIONS FOR LED CHANGEABLE COPY SIGNS IN LIMITED AREAS

Mayor Keyserling opened this public hearing. Ms. Anderson said Gregory Parker submitted this request for the price sign at a new gas station at Roseida Road and Trask Parkway. LED signs are not currently permitted in the City of Beaufort ordinance, and changeable copy signs are required to be manual, not digital. Staff supports a revision to the provision of the sign ordinance that would allow LED changeable copy signs “in very limited areas” west of Parris Island Gateway that are zoned Highway Commercial, Ms. Anderson said. The light limit on the output from the LED lights would be .3 foot candles. The definition of “changeable copy signs” has been included in the ordinance. The Metropolitan Planning Commission (MPC) recommended approval of this ordinance change, she said. There being no public comment, **Mayor Keyserling closed this public hearing.**

MINUTES

Councilman Cromer made a motion, second by Councilman Murray, to approve the minutes of the August 9, 2016 work session and regular meeting. Councilman O’Kelley said he would abstain from voting because he was not present at the council meeting. Councilman Cromer said on page 14, a period is missing at the end of the “Reports by Council” paragraph. **The motion to approve the minutes as amended passed 4-0.**

Councilman McFee made a motion, second by Councilman Murray, to approve the minutes of the August 16, 2016 work session. Councilman Cromer said on page 5, in the third paragraph, **Jacque Wedler’s** first name had been misspelled. **The motion to approve the minutes as amended passed unanimously.**

Councilman McFee made a motion, second by Councilman Murray, to approve the minutes of the August 23, 2016 work session and regular meeting. Councilman Cromer said on page 15, Ms. Wedler’s first name had been misspelled. Councilman Murray said on page 5, in the third paragraph, he had not spoken to **Marc Orlando**, only to Mayor **Lisa Sulka**. **The motion to approve the minutes as amended passed unanimously.**

ORDINANCE REVISING SECTION 7.2.G.4 AND SECTION 11.2 OF THE UDO TO PROVIDE FOR CONDITIONAL PERMITTING OF CHANGEABLE COPY SIGNS FOR GASOLINE PRICES IN AREAS OF THE CITY WEST OF PARRIS ISLAND GATEWAY

Councilman McFee made a motion, second by Councilman Cromer, to approve the ordinance on second reading. Councilman McFee asked Ms. Anderson why these signs are to be restricted to areas west of Parris Island Gateway. Ms. Anderson said staff was concerned about LED signs in “the more urban” areas, and they are not appropriate for gas stations the Historic District. Councilman McFee noted that there is no Highway Commercial zoning in the Historic District. Ribaut Road is mostly General Commercial zoning. Councilman O’Kelley said the signs at the Town of Port Royal’s Parker’s stations have LED lights. Councilman Cromer asked the foot-candles of the LEDs on the signs at the Parker’s station in Port Royal. Ms. Anderson said **Linda Bridges** had said during the MPC’s discussion that the foot-candles are limited in Port Royal, but “that was done under their previous ordinance,” Ms. Anderson said, and under their current ordinance, “we couldn't find the foot candle limitation.” **21:45** Mayor Keyserling asked if the applicant’s signs would meet that number, and Ms. Anderson said it

“seemed to be a common number in the ordinances that we researched.”

Councilman O’Kelley said if other gas stations wanted these signs for their businesses, they could apply for them, but the ordinance does not address General Commercial zoning areas. Mayor Keyserling said, “It’s a changing world,” and they don’t want these signs at gas stations in the Historic District, but Ribaut Road is different. Ms. Anderson said that they might incorporate Ribaut Road or other areas after seeing how it works at this Parker’s. Councilman McFee said it makes less sense to him to only have it in this very specific area. Ms. Anderson said staff saw Parris Island Gateway as a “break point.” The MPC had voted 3-2 in favor of recommending this ordinance revision, she said. Councilman McFee asked if the MPC had been “concerned about a proliferation,” and Ms. Anderson said yes.

Councilman Murray said there are other locations in Northern Beaufort County where there are LED signs. He is more concerned with “the form around the sign, whether it’s manual or LED.” The older signs, though, are not in the city’s purview, he said.

Councilman Murray made a motion to remove “and shall be located west of Parris Island Gateway” (from 4.c.i.) to allow changeable copy signs in all Highway Commercial zoning. Councilman Cromer seconded the motion. Councilman O’Kelley said he feels the language of the ordinance should stay as written unless there are individual applications for these signs.

Councilman Murray asked Ms. Anderson if a gas station on Ribaut Road or one that was not west of Parris Island Gateway wanted a monument sign if they would have to get a zoning variance or would have to come before council to “do a UDO amendment like this one.” She said they would have to do a UDO amendment like this. Councilman Murray asked the price and timeframe for this; it’s \$400 and approximately 45 days, Ms. Anderson said.

Councilman McFee said he feels LED signs are appropriate in Highway Commercial zoning. Councilman Cromer said he’s in favor of it, but he’d like to see what .3 foot candles looks like. Councilman Murray said gas station signs now “are not that attractive,” and if LEDs are brighter but have a better overall aesthetic, he thinks, “that’s a fair tradeoff.”

Eddie Rodgers asked what the zoning is “out Highway 21.” She thinks some gas station owners could feel discriminated against if permission for the signs is given only to those stations west of Parris Island Gateway. **The motion to amend passed 4-1, Councilman O’Kelley opposed. The motion as amended passed unanimously.**

FY 2017 BUDGET AMENDMENT

Councilman McFee made a motion, second by Councilman Murray, to approve the budget amendment on second reading. Ms. Todd said city council had approved the city manager entering into an agreement with Charleston Digital Corridor that included a commitment of \$150,000 from the City of Beaufort. She explained that the budget amendment records the release of funds from the committed fund balance for redevelopment. **The motion passed unanimously.**

ORDINANCE ESTABLISHING AN INCENTIVE REIMBURSEMENT GRANT PROGRAM

Councilman Murray made a motion, second by Councilman McFee, to approve the ordinance on second reading. Mr. Prokop said the changes from first reading are that a section has been inserted as “the third ‘Whereas’,” which says that the “Beaufort County Northern Regional Plan further provides that for properties that are not contiguous to the municipality, the most appropriate method of urban or suburban development is through eventual annexation to a municipality.” Also, he said, clerical errors were corrected for this reading.

Councilman Cromer asked Mr. Prokop if (B) “commercial property used exclusively for recreational purposes” meant undeveloped property. Mr. Prokop said, “No, it could be golf clubs, (or it) could be sporting clubs.”

Mayor Keyserling explained to the public that the Northern Regional Plan was passed about 8 years ago, and there were “agreements on growth boundaries” for the City of Beaufort and the Town of Port Royal “over a period of time.” He said the agreement states that if someone applied for a development permit from the county for property that is adjacent to the city but is in the county, the county would recommend annexation; if a property were not contiguous to the city but was within the city’s growth boundary, “they would then consult between the county and the city so that it would be built to standards” so the city would “one day be able to” provide services to it. These incentives in the grant program “are not that different than the incentives we’ve always had” in terms of dollars, Mayor Keyserling said, and they allow “us to provide a higher level of services.” Mr. Prokop said the grant program is more favorable to the city from a cash flow perspective. **The motion passed unanimously.**

RESOLUTION COMMITTING FUNDS TO GREENLAWN DRIVE STREETScape

Councilman McFee made a motion, second by Councilman Cromer, to approve the resolution. Staff is applying for a Community Development Block Grant (CDBG) grant, Mr. Prokop said, for \$500,000 for the Greenlawn Drive streetscape. This resolution is necessary to the grant application; it commits the city to providing the additional funds for the project, which is expected to cost \$1.3 million. If there are leftover funds from the Boundary Street project, he said, the city would use those for its match and for the additional funds needed to complete the Greenlawn Drive streetscape.

If the city applies for the CDBG grant and receives it, Councilman Murray asked, but all of the Boundary Street project’s funds are exhausted, could the city use other funds to complete the streetscape? Mr. Prokop said the city was advised to apply for the CDBG grant, and if it’s awarded, by that time the city would know if there were no funds available from the Boundary Street project, in which case it could turn down the CDBG grant.

Councilman Murray asked if it would be worth delaying application for the grant for another year to avoid having to turn down the grant money. Mr. Prokop said once “the planning starts for development of (additional) low-cost housing” on Greenlawn Drive, the city can’t apply for

this grant.

Councilman McFee explained to Councilman Murray that what council had been told by a Lowcountry Council of Governments (LoCOG) representative was that if they had matching funds on hand and accepted a grant, then returned it, that could have a detrimental effect on future grant opportunities, but it would not be as bad to decline this grant if they did not have the matching funds needed.

Councilman O'Kelley said there was a typo on the "background sheet": a "0" was missing from a figure that should have been "\$500,000."

Mr. Prokop clarified for Ms. Rodgers that "there cannot be any plans" for additional low-cost housing "until the infrastructure and sidewalks are done for the grant to be awarded." There is low-cost housing there, he said, and this would be in addition to that. Mayor Keyserling said if someone were to build market-rate housing, the city would not be eligible for CBGB funds. Mr. Prokop told Ms. Rodgers that this is not like the Bladen Street streetscape, but is more basic infrastructure; for example, part of this area is without sewer service. Ms. Anderson said that's at the Marsh Point Community Center, so in this process, they will see if funds are available for that, but this is "a standard streetscape project" that would include installing pervious on-street parking, curb and gutter drainage improvements, a sidewalk planting strip, undergrounding utilities where possible, and pedestrian-scale lighting. **The motion passed unanimously.**

RESOLUTION COMMITTING THE CITY OF BEAUFORT TO PROVIDE A LOCAL MATCH FOR MASC ECONOMIC DEVELOPMENT GRANT

Councilman McFee made a motion, second by Councilman Murray, to approve the resolution. Mr. Prokop said this provides permission to apply for a new grant from the Municipal Association of South Carolina (MASC) for economic development, particularly for the Beaufort Digital Corridor. Council approval is part of the grant's requirements. **The motion passed unanimously.**

REQUEST FOR WAIVER OF NOISE ORDINANCE FOR THE LATINO-AMERICANO FESTIVAL TO BE HELD AT WATERFRONT PARK

Councilman McFee made a motion, second by Councilman Murray, to approve the request for the October 9, 2016 event. Liza Hill said that she was representing the applicant; amplified music will be played from 11:00 a.m. to 6 p.m. The event starts at 12:00 p.m. **The motion passed unanimously.**

REQUEST FROM CAPA TO HOST ITS ANNUAL GHOST TOURS IN THE HISTORIC DISTRICT AND TO OBTAIN 2 FREE PARKING SPACES IN THE MARINA PARKING LOT

Councilman McFee made a motion, second by Councilman Cromer, to approve both requests from October 14 – 30, 2016. Ms. Burgess said this was all the same as in previous years. **The motion passed unanimously.**

REQUEST FROM BEAUFORT COUNTY VETERANS AFFAIRS TO HOST ANNUAL VETERANS DAY

PARADE

Councilman Murray made a motion, second by Councilman O’Kelley, to approve the request for the November 11, 2016 event. The motion passed unanimously.

REQUEST FROM MAIN STREET BEAUFORT TO ALLOW FOOD/BEER SAMPLES AT FREEDOM MALL DURING SHRIMP FESTIVAL 5K RUN

Councilman McFee made a motion, second by Councilman Murray, to approve the request for the October 1, 2016 event. Councilman Murray said council had approved this request already; Ms. Burgess said there had been a change to Main Street’s annual request for this event, though at that council meeting, it was said there were no changes, so staff wanted another council vote on this request since the change “wasn’t talked about” at that time. **LaNelle Fabian** described the event, saying the samples – which will be “mostly donated” – would be available for people while they were waiting for the results of the 5K to be tabulated. **The motion passed unanimously.**

APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Councilman McFee made a motion, second by Councilman Cromer, to nominate Jeff Evans and Jonathan Sullivan to serve on TDAC. The motion passed unanimously.

Councilman McFee made a motion, second by Councilman Cromer, to nominate Ronald Ianoale to the Beaufort Housing Authority board; this is the recommendation of the Town of Hilton Head, Mayor Keyserling said. **The motion passed unanimously.**

CITY MANAGER’S REPORT

Mr. Prokop thanked those involved in the “planning and execution of our storm plans” during the storm on September 2. He said the county and the City of Beaufort have reviewed the response to determine how they can make it even better in the future.

Mr. Prokop thanked **Donnie Beer** and **Lisa Clancy** for organizing the 9/11 event in Waterfront Park last week.

Mr. Prokop said after a year and a half, SCDOT has approved the design for Allison Road, and the city is in the process of receiving bids. The cost of the project may have gone up by as much as \$200,000 during the wait for approval.

The city is reviewing its permitting process, Mr. Prokop said, which has a minimum of 15 steps and can have as many as 37 steps. The system is being looked at to see what can be automated for greater speed and efficiency. Councilman Murray asked Mr. Prokop if the “full assessment” that Mr. Prokop had described “is part of Munis,” and Mr. Prokop said it is. Ms. Todd said this week, staff will test the business license process, and then will bring in businesses that will “start to register this way within the coming weeks.”

“Boundary Street is moving along according to schedule and budget,” Mr. Prokop said, with “no surprises.” The barrels will be moving to the other side of the street soon. They are sending

information to Boundary Street businesses and meeting with them to tell them what to expect in coming weeks, he said. One easement is being condemned, but all of the others have been agreed to. The underground wiring of north-end Boundary Street businesses has been hooked up, Mr. Prokop said.

The Beaufort Code is still in review, Mr. Prokop said. Several hundred suggested changes are being made to the draft code; next, it will be taken to contractors, and then to different neighborhood groups for their comments.

Mr. Prokop said the Lady's Island traffic study "is well underway." Staff is trying to find a place on Lady's Island that is not too expensive and will hold enough people so they can have a meeting to deliver an update on this study. This should take place in the next 2 or 3 weeks, he said, and various Lady's Island groups will be informed.

MAYOR'S REPORT

Mayor Keyserling said Waste Pro was "good on the telephone after the storm," and he saw trucks out on Ribaut Road picking up debris soon after it ended.

On October 18 at 10:30 a.m., Mayor Keyserling said Young Leaders of Beaufort would hold a mock court in front of Judge **Ned Tupper**.

REPORTS BY COUNCIL

Councilman O'Kelley commended Beaufort's citizens for how they "pitched in and cleaned up" after the storm.

Councilman O'Kelley made a motion, second by Councilman Murray, to resume the Executive Session. The motion passed unanimously.

Councilman O'Kelley made a motion, second by Councilman McFee, to adjourn the Executive Session and resume the regular council meeting. The motion passed unanimously.

There being no further business to come before council, **Councilman O'Kelley made a motion to adjourn the regular meeting. Councilman Cromer seconded. The motion passed unanimously**, and the meeting adjourned at 8:50 p.m.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/7/2016
FROM: Ivette Burgess, City Clerk
AGENDA ITEM
TITLE: Worksession Meeting September 20, 2017
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR:

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Minutes	Backup Material	10/7/2016

A work session of Beaufort City Council was held on September 20, 2016 at 5:00 p.m. in the City Hall Planning Conference Room, 1911 Boundary Street. In attendance were Mayor Billy Keyserling and Councilmen Mike McFee, George O’Kelley, 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.

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

PRESENTATION: BOUNDARY STREET UPDATE AS OF JUNE 30, 2016

Rob McFee showed a map of the parameters of the Boundary Street project. He shared the project’s objectives. There have been 5 change orders totaling \$46,319, so the revised contract amount is \$18.8 million. He explained the change order process and said none are pending at this time.

Mr. McFee showed the project’s funding sources (e.g., federal TIGER grant, county 2006 sales tax, TIF 2, etc.) The financial accounting update as of June 30, 2016, he said, accounts separately for the expenditures and encumbered amounts for the county and the City of Beaufort. As of June 30, 2016, the project was 28% complete, and it was 4% ahead of schedule, he said.

Mr. McFee showed photos of the project, including the coordination meetings of the utilities. He said the city manager and he are making sure “E&G is reporting their actual costs,” and that they “have good financial controls up front” on E&G, so they know “what they’re charging us.”

Mr. McFee said the duct bank on the marsh side of Boundary Street is complete, and the utilities are populating it, and it’s going “very, very well.” The contractor anticipates shifting traffic in the next few weeks so they can work on the duct bank on the other side of Boundary Street. Mr. McFee also showed images of efforts to control erosion at Battery Saxton.

Councilman O’Kelley asked Mr. McFee to “guesstimate” how complete the project is to-date, and Mr. McFee said it is about 36% complete, and expenditures are at 32% “and change.”

Councilman Murray asked where the duct banking would start on the north side of the road. Mr. McFee said on the north it will end near Neil Road, and on the south, it runs all the way to Ribaut Road. Mr. Prokop said it will start at City Hall.

The scheduled completion date is late 2017 or early 2018, Mr. McFee said. Councilman Murray asked about the wooden boardwalk and where it would go. Mr. McFee said a big component of the project was the pedestrian component. There’s a wide multi-use path poured now. To minimize impact on saltwater wetlands, they put two boardwalk sections on the right side of Boundary Street. Mr. McFee showed the signal at Enmark, which will be similar to a “hawk” signal, so pedestrians can press a button to cross Boundary Street. A smaller multi-use path

continues on the cemetery side, he said.

Mr. McFee showed which streets are city streets now, and which will be city streets when the project is finished. Mayor Keyserling asked him how this project compares to other projects Mr. McFee has worked on. Mr. McFee said, "It's going very, very well." It's "as complex a project as Beaufort County has ever built," he said. The commitments of the city and county councils have made this project work, he said, because projects like this are disruptive and unpopular with the public while they are going on. Every time he does a project of this sort, initially, the public is "bristling," he said, but when the work is done, "everyone . . . sings its praises." The left side duct bank will be "tough," Mr. McFee said, and there will be a new traffic pattern, but the signals are "handling the traffic fairly well."

Mayor Keyserling asked about the 2-lane left turn onto Highway 170. Mr. McFee said once they're past the Highway 170 intersection, they can "turn the pavement back over to the traffic," which will "allow the dual left." He is hoping that within 3 months they will be able to do that. He said he would come back to council in about 4 months.

Mayor Keyserling asked about "any surprises." Mr. McFee said the biggest ones were associated with the location of in-ground utilities that the authority thought were elsewhere than where they were. The right-of-way acquisition brought several surprises, but that's now "water under the bridge."

Mr. Prokop thanked Mr. McFee and said the city and the county's cooperation is making it "work the way it's supposed to work" on all levels. The utilities have also been cooperating well; they have "shown up" and are getting their work done on time, Mr. Prokop said.

HORSE CARRIAGE ROTATION SLOTS MINIMUM BID

Ivette Burgess said next month the process would start for bids on the carriage rotation slots, which expire in January. By ordinance, council sets the minimum bid, she said. The bids are for 5 years. Two slots are available, and the city's two current carriage companies were represented at the meeting. Last time, the minimum bid for the slots was \$25,000, Ms. Burgess said; one company's bid came in at almost \$40,000, and the other was almost \$30,000.

Councilman Murray asked those who were on council in 2012 about their thinking when they made the minimum bid \$25,000. Councilman O'Kelley said 3 companies bid and a couple of them bid that high. **Rose White** said the minimum bid had been \$10,000 before that.

Councilman Cromer asked if the city is doing inspections. Sgt. **Hope Able** said she gives the tour guide tests for certification and ensures that information about the horses is up-to-date. That's all the enforcement they do now, she said, unlike in the past. Sgt. Able said in the last months, she's had just six complaints about the carriage companies, and most of those were because of the heat this summer. The operators no longer report on each other.

Peter White said his company, Southurn Rose Buggy Tours, is going into its seventeenth year of

operation. He said he wanted to discuss the bid and the length of the contract. They are not a franchise, Mr. White said, so they would be most comfortable with a 10-year contract, rather than the current 5-year contract. Ten years would allow operators to “work in the positive,” which can be difficult, especially for new operators, in 5 years. He said 10 years would be fairer, and the two carriage companies are getting along, so both would like to “reap the benefits” of their work.

Mr. White said he and his wife are “very restricted in their income” from Southurn Rose, even if they filled every carriage for every tour, which they don’t, because there are slow periods. They get shut down because of heat, he said, are slow in January and February, and their business is interrupted by festivals. They aren’t always able to capitalize on the busy times because of the restrictions on the numbers of carriages that are allowed. They could “use the extra money that goes into the slot fee,” Mr. White said. Bus tours and walking tours have an impact on the Waterfront Park that is comparable to theirs, he said, but buses’ fees are \$1,500 a year. Mr. White asked that council give \$10,000 as the minimum “a try.” Bids will be higher than that, and the carriage operators feel that they don’t put more of a burden on the city to justify their minimum fee being greater than that.

Ms. White said if the bid minimum were set at \$10,000, it would give them a chance to bid without going to the maximum at the start. Caring for horses and paying their employees costs a lot, she said. They can’t bring more employees in during the busy season and then cut them in the slow season; they have to have a set number of employees every day “just to capitalize on our license.”

Ms. White said she and Mr. White are talking to the other carriage operator and “working things out together.” Their communication is “great,” she said, but they might get outbid and not be able to enjoy the fifth year of their contracts.

Ms. White added that she appreciates the “heat machine,” which they don’t have in Charleston, and the police department checking the horses in the heat.

Nichole Myers bought out Sea Island Carriage Company in April 2014. Because of the reputation of the previous owner of the company, she said it “has been a struggle,” especially because she needs to pay the \$40,000 fee, which is the amount the previous owner had bid. For Ms. Myers to meet the ordinance requirements, she said the slot fee has to be lower. She agreed with Ms. White that a 10-year contract would be “amazing,” so she could take on a loan, for example, and know she’ll still have a business in 10 years.

Mayor Keyserling said, “Things are great today,” but if they make these requested changes, and these two companies are not the bid winners, that creates issues for the city. Councilman McFee asked if Mayor Keyserling was saying that increasing the minimum bid to \$25,000 was to spur competition. Mayor Keyserling said no, it was because of the time and energy the city spent managing the carriage companies.

Councilman Murray said the city rarely chooses the “lowest responsible bidder” on price alone. They look at various criteria for other contractors, but here, the choice of who gets the two slots is solely based on price. He suggested there should be other considerations, such as experience and references, for example. Councilman O’Kelley said the lowest responsible bidder for a contract at City Hall is different than these carriage companies’ bids, because the carriage companies “present no benefit” to the city after it receives the bid amount. He said the minimum bid “gives them 5 years, and they don’t pay another bid” during that time, while the bus tour companies pay every year. Councilman O’Kelley was told that bid amount (e.g., \$25,000) was paid every year, and he said, “Then I think it’s too high.”

Councilman Murray said the carriage companies “are more than a franchise,” because “tourism is an important part of who we are as a city,” and it’s “one of our #1 economic drivers.” Customer service to visitors is essential, he said, “when they’re on a carriage,” so he wants visitors to have “a five –star experience.” Just because someone can pay the highest slot fee, whether they have experience in this field or not, they can get the carriage contract. Councilman Murray feels “we should be careful who we grant a bid to.” Also, just because the minimum bid amount is lowered, it doesn’t mean someone won’t come in and bid higher than the minimum, he said. Carriage companies won’t necessarily pay only \$10,000 if the minimum is lowered to that.

Mayor Keyserling said this is about “quality and peace of mind.” Councilman McFee said any business has additional requirements that cost money and has to pay “additional fees.” The carriage companies are different than other licensed businesses in the city, but their “cash flow is not different than any other business,” except for having a minimum slot fee that they have to bid on.

Evelene Stephenson said when Beaufort went to having only two carriage companies, there was a “federal issue,” because of the limit on the number of licenses, which meant that they had to have a minimum bid system. Mayor Keyserling said he recalled that **Bill Harvey**, the city attorney, had “raised an anti-trust issue.” Councilman McFee said that there can only be so many carriages on the street at any one time because of the size of the City of Beaufort, so the number of companies has to be limited, and the city has “to have the ability for people to bid for (slots) on an open market, which is the reason we did this.” Councilman McFee told Ms. Stephenson this is according to “the South Carolina attorney general, not the federal government.”

Mr. Prokop said he understands the companies’ desire to have 10-year contract, but the city has no contracts that are for more than 5 years, so a 10-year contract would go against the city’s purchasing policies. There are also no restrictions on these companies “setting their prices,” he said, so they could raise them to meet their expenses. If the minimum bid amount is reduced from \$25,000 to \$10,000, “then you’ve just cut the city’s operating budget by \$15,000.” The costs to maintain Waterfront Park and the city’s streets, and the cost of police officers “are not going to go down,” Mr. Prokop said.

Councilman Murray asked if the bid “money go(es) into the General Fund,” and Mr. Prokop and **Kathy Todd** said, “Yes.” The carriage ordinance could be changed to allow a 10-year contract, Mr. Prokop said, but “we need to look at this.” Mayor Keyserling said council passes ordinances, and they can amend them.

Ms. Myers said the first bid is to be placed October 1. Mayor Keyserling said this matter would be on council’s agenda next week. Ms. Burgess said it has not been advertised, but there’s nothing in the ordinance that says she has to advertise it.

Councilman Murray said as a small business owner, he sympathizes “with the short window” of the contract, but “you know what you're getting into,” he told the carriage operators, so he would not support 10-year contracts. On the \$25,000 minimum bid, Councilman Murray said he’d like more homework done on what percentage of Sgt. Able’s time goes into managing the carriage operations. Mr. Prokop said staff would put some numbers together.

Ms. Myers said she doesn’t feel that the carriages have a greater impact on the streets than the buses do. Mr. White said that Mr. Prokop had said the city would lose money if the minimum bid amount was lowered; he doesn’t understand why the carriage operators have to pay so much more than any other business in the city, given that their impact is no different than, for example, the buses’. When there were problems in the past between the carriage companies, the police force was used more, but that’s not the case now. Mayor Keyserling said the carriage companies are “buying a limited right” with their slot bids. There can only be two carriage companies operating.

Ms. White said they are asking for a minimum \$10,000 bid, but “that’s not to say that’s all” that they or other bidders will bid. Mayor Keyserling said, “We’ve had peace treaties before,” so his “biggest concern is . . . the unexpected,” which the city “needs to somehow budget for.” One of the carriage companies could sell their business to another company, for example, he said, “and I’m not sure how we handle that.” Mayor Keyserling said he would like the city manager to “look back” with Sgt. Able’s help, “at what the median would be of when it was terrible and when it’s good” to determine “a cushion as we look at the fee.”

Councilman O’Kelley told the carriage operators that he’s on the streets downtown, and “there are plenty of violations going on now,” such as carriages “going over the line,” and stopping on their routes to talk about certain sites, which they are not supposed to do. The carriages are not like tour buses, he said. Unlike the buses, for example, the carriages go slowly, which backs up traffic, and the horses leave droppings. With their slot fees, the carriage companies “are buying a franchise right,” Councilman O’Kelley said, which has special requirements, because they have special circumstances in their business.

Mayor Keyserling said he feels, pending the information from the city manager, “the fee might not be as high as \$25,000,” but the 5-year contract would remain. He’s willing to wait on the city manager’s information to set the minimum slot fee. Councilman McFee said he has no problem with reducing the fee from a pro-business standpoint, but as Councilman O’Kelley said,

there are different circumstances with carriages, so 5 years is the most he “would be comfortable doing.” The city wants to have the opportunity to make changes if they have to, and “10 years is a long time,” Councilman McFee said.

Councilman Murray said he sincerely hopes the peace between the companies continues. Councilman Cromer said he agreed with Councilman Murray that he doesn’t “want the city to be subsidizing these companies.”

Ms. Myers explained to Councilman O’Kelley that the carriages have to go over the line occasionally because on Craven Street, for example, there are “huge potholes.” Councilman O’Kelley said he understands, but the carriages having to drive around those potholes causes traffic to back up. Ms. Myers added that the carriage companies don’t have “an office on wheels,” as had been stated, because they are required by the city’s ordinance to have a “fixed office,” so they have to pay rent, in addition to their other expenses.

FINAL DRAFT OF PROPOSED FOOD VENDOR ORDINANCE

Mayor Keyserling described the background of the effort to make “it less difficult for people to operate food trucks in the city.” No one on council is opposed to food trucks, he said, and no one wants to discourage entrepreneurship, but the need to regulate locations is in the interest of public health and safety. What is in the ordinance now for where they can operate food trucks is “arbitrary,” he said.

Mr. Prokop said this ordinance piggybacks with the revision of the zoning ordinance. There is still some technical cleanup to be done, but the city is promoting food trucks operating in certain areas. They have heard no public opinions opposed to food trucks. The ordinance tracks with the business licenses now, and covers “proper safety per the fire marshal.”

Eugene Goddard said council appears to be in favor of this. He told them that no food trucks want “to be in the same place every day.” There are two spots – on Bladen and Carteret Streets – that are pointed out in this draft, he said, but there are also “4 other spots that could be,” but no addresses have been given for those. Mr. Prokop said the public spaces could be in Southside Park and Pigeon Point Park, for example. Mr. Goddard said the food truck operators just want direction as to where they can go, and they won’t “violate that.” If they’re told where they can be, there will be someone in those designated spots every day, he said, but food trucks move around to other municipalities. They want the ordinance to be clear, he said, so they do not violate it.

Mr. Goddard asked about the \$200 fee, which is separate from the business license fee. Mr. Prokop said the base for the business license is around \$65, and then food trucks pay an additional \$200 fee. Mr. Goddard asked if the license fee would be prorated if the ordinance goes into effect before January 1. Mr. Prokop said it would be.

Mr. Goddard said he sells boiled peanuts, and “**Charles (Francis)** does cupcakes”; neither of them cooks food, but there will be food trucks that do. They advertise on Facebook, and he said people will come to wherever they have said they will be the following day.

Councilman O’Kelley said this ordinance seems to be more for a pushcart-sized vendor. Councilman McFee said those are allowed in this ordinance, as well. There was a general discussion of what a “mobile food unit” is.

Ms. Stephenson asked where the food trucks are allowed currently, and Mr. Prokop told her that they are only allowed in a restricted private space that has 4 or more businesses that agree to have a food truck there, and food trucks are not currently allowed in public spaces at all. Under the new ordinance, food trucks only need the property owner’s permission to be on private property, and “public spaces are being opened up.” Ms. Stephenson asked if food trucks could be at the Depot building; Councilman McFee said that spot is limited by provisions of the city’s lease of the building, which can’t generate income.

Ms. Stephenson said this ordinance is for food vending, but she asked if there was anything in the ordinance for pushcart vending of “tour tickets.” Several people told her that’s “in the business license.”

Councilman McFee told Mr. Goddard that if he makes arrangements to have his food truck in a private business’s parking lot, he has to get the business’s authorization to be there, but then it’s allowed.

Councilman O’Kelley recommended a change to the definitions section, which is the last thing in the draft; he thinks it should be first. Ms. Burgess and Ms. Todd said they agreed. Councilman Cromer said they should add that “the term ‘vendor’ shall mean ‘mobile food vendor’.”

Councilman McFee asked about the matter of the size of the space for food trucks, which council had discussed eliminating. Mr. Prokop said staff had removed the number of feet. Councilman McFee said the current draft says the food trucks must be sized to fit into parking spaces; he thought it would be changed to “trucks and trailers need to fit into a space safely.”

Councilman Cromer said on page 1, section 3(C), “the language is confusing,” and he recommended a clearer way to phrase it. He said that he didn’t see anything about a distance from brick and mortar restaurants. Mr. Prokop said the distance is 10’, and food trucks are not allowed on Bay, Scott, or West Streets.

Councilman Cromer said on page 3, in section (E), “permitted” should be spelled with two t’s. On page 4, in section (K), the figure for \$1 million “for property damage” is missing a zero. He asked if it was correct that food trucks could operate until midnight, and he was told it was. Councilman O’Kelley said he’s “never seen a million dollar(s for) property damage on something like this” before. Councilman Cromer said up to a million dollars would not be unusual, but “this is an automobile policy, basically,” so he was unsure about it, too. Councilman O’Kelley asked

the food truck operators if they carry coverage of “a million dollars for property damage,” and Mr. Goddard replied, “We carry an umbrella.”

Councilman Murray said council had discussed food trucks on private property at private events, and he asked if that should be included in the ordinance. Councilman McFee said he doesn’t think that needs to be regulated, as it falls under catering, not food vending.

Mr. Francis said that Savannah limits the number of trucks that can be on a location at a given time. If he wants to have an event, he asked if there were “a certain number” of food trucks that could come to it. Councilman McFee said council had discussed “not regulating the numbers . . . but if there is a special event,” Mr. Francis could establish that, and it would go through the city “separately.” Ordinarily, though, council expects the operators “will be self-regulating” about the number of trucks in a given area, Councilman McFee said.

Mayor Keyserling said one public place where the food trucks are permitted is on land that the city doesn’t own: the Santa Elena parking lot, where the farmers’ market is. Santa Elena has given its permission for the trucks to use “the Dowlings’ two lots.” He asked if the farmers’ market would charge the food trucks an additional fee. Councilman Murray said he believes it’s \$20 to be in the farmers’ market. Councilman McFee said the food truck operators would have to negotiate fees with the farmers’ market.

Mayor Keyserling asked if this conflicts with the vendor ordinance in Waterfront Park. Councilman Murray said those are two separate ordinances. Councilman McFee said the two spots at Waterfront Park have to be petitioned for and a fee has to be paid. Mayor Keyserling added, “And it’s for pushcarts.”

Mr. Goddard said they have events scheduled into April, so when they get these opportunities, they want to take them.

There being no further business to come before council, the work session was adjourned at 6:38 p.m.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/7/2016
FROM: William Prokop, City Manager
AGENDA ITEM
TITLE: Ordinance Establishing the Allowance of Food Trucks-1st Reading
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

After several worksessions, City Council will consider the allowance of Food Trucks in certain areas within City limits.

PLACED ON AGENDA FOR: Action

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/5/2016
FROM: Libby Anderson
AGENDA ITEM TITLE: Ordinance Allowing the City Manager to Execute an Amendment to an Existing Development Agreement-1st Reading
MEETING DATE: 10/18/2016
DEPARTMENT: Planning

BACKGROUND INFORMATION:

In August 2011, the City adopted a development agreement for a number of parcels on Lady's Island and Port Royal Island. The development agreement included the Upper Cane Island, Airport Junction, and Hanover Park Planned Unit Developments (PUDs), as well as several other properties in the Robert Smalls Parkway corridor. A development agreement "locks in" the current zoning regulations for a property. To change the zoning of a parcel in a development agreement, the agreement must be modified. This can be done with the consent of the City and the owner of the property subject to the development agreement.

The City has received a rezoning application for a property subject to the 2011 development agreement. The applicant's attorney has prepared an ordinance (attached) that authorizes the City Manager to execute an amendment to the development agreement.

PLACED ON AGENDA FOR: *Action*

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
ordinance amending development agreement	Cover Memo	10/5/2016

ORDINANCE

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN AND AMONG THE CITY OF BEAUFORT AND BUTLER FAMILY HOLDINGS, LLLP

WHEREAS, the City of Beaufort and various parties have heretofore entered into a Development Agreement with the City of Beaufort, which Agreement was adopted as an Ordinance of the City (Ordinance 0-06-03) pursuant to the provisions of the "South Carolina Local Government Development Agreement Act," (the "Act") as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended, which Agreement was duly recorded in the Records of Beaufort County in Records Book 1718 at Page 54 and thereafter (the "Original 2003 Development Agreement"); and

WHEREAS, the Original 2003 Development Agreement was subsequently extended and amended by an Extension of Development Agreement, dated April 28, 2008, and recorded at Book 2714, at Pages 1108-1123, in the Office of the Beaufort County Register of Deeds; and

WHEREAS, the City and the other parties to the 2003 Development Agreement adopted a further "Amendment and Consolidation of Development Agreements" dated August 4, 2011, a copy of which is recorded in Records Book 3076 at Page 1163 and thereafter in the Office of the Register of Deeds for Beaufort County (the "2011 Development Agreement") which, among other things, added First Carolina Corporation of S.C., as the owner of the property known as the Caroline Field Tract, and Burton Properties L.P., as the owner of property referred to herein as "Burton Properties Tract" (both of which desired to become parties to the 2011 Amendment and Consolidation of Development Agreements) as parties, adding certain properties described therein to the provisions, terms and conditions of the 2011 Development Agreement; and

WHEREAS, the South Carolina Local Government Development Agreement Act (the "Act"), as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended, and specifically Section 6-31-100 of the Act, authorizes the parties to a development agreement to amend by mutual consent a development agreement; and

WHEREAS, Paragraph 29 of the 2011 Development Agreement provides that Paragraph 24 of the Development Agreements now reads:

"This Agreement may be modified or amended as to a Tract only by the written agreement of the City and the Owner of said Tract. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the

Party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Property Owners, then only the City and those affected persons or entities need to sign such written amendment. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld...”

WHEREAS, by deed recorded in the Office of the Register of Deeds for Beaufort County in Book 3468 at Page 950, Butler Family Holdings, LLLP purchased from First Carolina Corporation of S.C. that tract of land referred to in the Development Agreement as the Caroline Fields Tract, as described in said deed, such property now bearing Tax Parcel Number R122-029-000-103F-0000; and

WHEREAS, Paragraph 40 of the 2011 Development Agreement has been amended to read, by amendment recorded in Book 3364 at Page 1223 in the Office of the Register of Deeds for Beaufort County:

“Agreeing that, notwithstanding any other provision of this 2011 Amendment, the development and development standards of the Caroline Field Tract and the Burton Properties Tract shall be in accord with the Commercial and/or Residential zoning of the Tracts in effect on the date of execution of this 2011 Amendment; except that:

- (1) the first five hundred feet from the Highway 170 Right of Way shall be zoned Highway Commercial (HC);
- (2) any setbacks from U.S. Highway 170 shall be twenty (20) feet;
- (3) the 40-acre Parcel (DMP#120-029-0108) of the Burton Properties Tract located south of Salem Road and bordering the marshes of Battery Creek shall remain zoned General Residential (See EXHIBIT CC);
- (4) Alternative Residential Development Options pursuant to Section 6.2 of the Municipal Zoning Ordinance (as of November 1, 2014) are allowed as a Permitted Use on the Burton Hill Properties Tract.”

WHEREAS, as development patterns and market conditions have evolved, Butler Family Holdings, LLLP, as the owner of the property generally known as the Caroline Field Tract, has determined that changing the zoning on the remainder of the Tract not now zoned Highway Commercial is desirable and necessary for the consistent development of the Tract, and has sought a re-zoning of such areas from the City of

Beaufort through a zoning map amendment, which has been favorably recommended by the Metropolitan Planning Commission; and

WHEREAS, the City of Beaufort, pursuant to Ordinance Number _____ being adopted contemporaneously herewith, is rezoning the entire Tract Highway Commercial; and

WHEREAS, in order to effectuate the zoning map change and allow for the entire Caroline Fields Tract to be consistently zoned Highway Commercial, it is necessary to amend the 2011 Development Agreement, and the parties have determined to effect such amendment by ordinance;

NOW, THEREFORE, in consideration of the premises described above and the terms and conditions set forth herein, the affected Owner and the City hereby mutually agree and consent to amend the 2011 Development Agreement by:

1. Amending Paragraph 40 of the Amendment and Consolidation of Development Agreements to read:

“Agreeing that, notwithstanding any other provision of this 2011 Amendment, the development and development standards of the Caroline Field Tract and the Burton Properties Tract shall be in accord with the Commercial and/or Residential zoning of the Tracts in effect on the date of execution of this 2011 Amendment; except that:

- (1) the first five hundred feet from the Highway 170 Right of Way and the entirety of the Caroline Fields Tract (TMP R122-029-000-103F-0000 shall be zoned Highway Commercial (HC);
- (2) any setbacks from U.S. Highway 170 shall be twenty (20) feet;
- (3) the 40-acre Parcel (DMP#120-029-0108) of the Burton Properties Tract located south of Salem Road and bordering the marshes of Battery Creek shall remain zoned General Residential (See EXHIBIT CC);
- (4) Alternative Residential Development Options pursuant to Section 6.2 of the Municipal Zoning Ordinance (as of November 1, 2014) are allowed as a Permitted Use on the Burton Hill Properties Tract.”

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 6-31-60 and 6-31-100, *Code of Laws of South Carolina, 1976* as amended, that the City Manager is hereby authorized to execute on behalf of the City of Beaufort an Amendment to the 2011 Development Agreement, countersigned by the



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/5/2016
FROM: Libby Anderson
AGENDA ITEM TITLE: Ordinance Rezoning a Portion of a Parcel of Property located at 188 Robert Smalls Parkway, from General Commercial District to Highway Commercial District-1st Reading
MEETING DATE: 10/18/2016
DEPARTMENT: Planning

BACKGROUND INFORMATION:

The City has received an application to rezone a portion of a parcel of property located at 188 Robert Smalls Parkway, identified as District 122, Tax Map 29, Parcel 103F, from General Commercial District, to Highway Commercial District. The Planning Commission considered this rezoning request at their September 19 meeting. A public hearing on the proposed rezoning was held at the September 27 City Council meeting. An ordinance rezoning the property (attached) is ready for first reading by City Council.

PLACED ON AGENDA FOR: Action

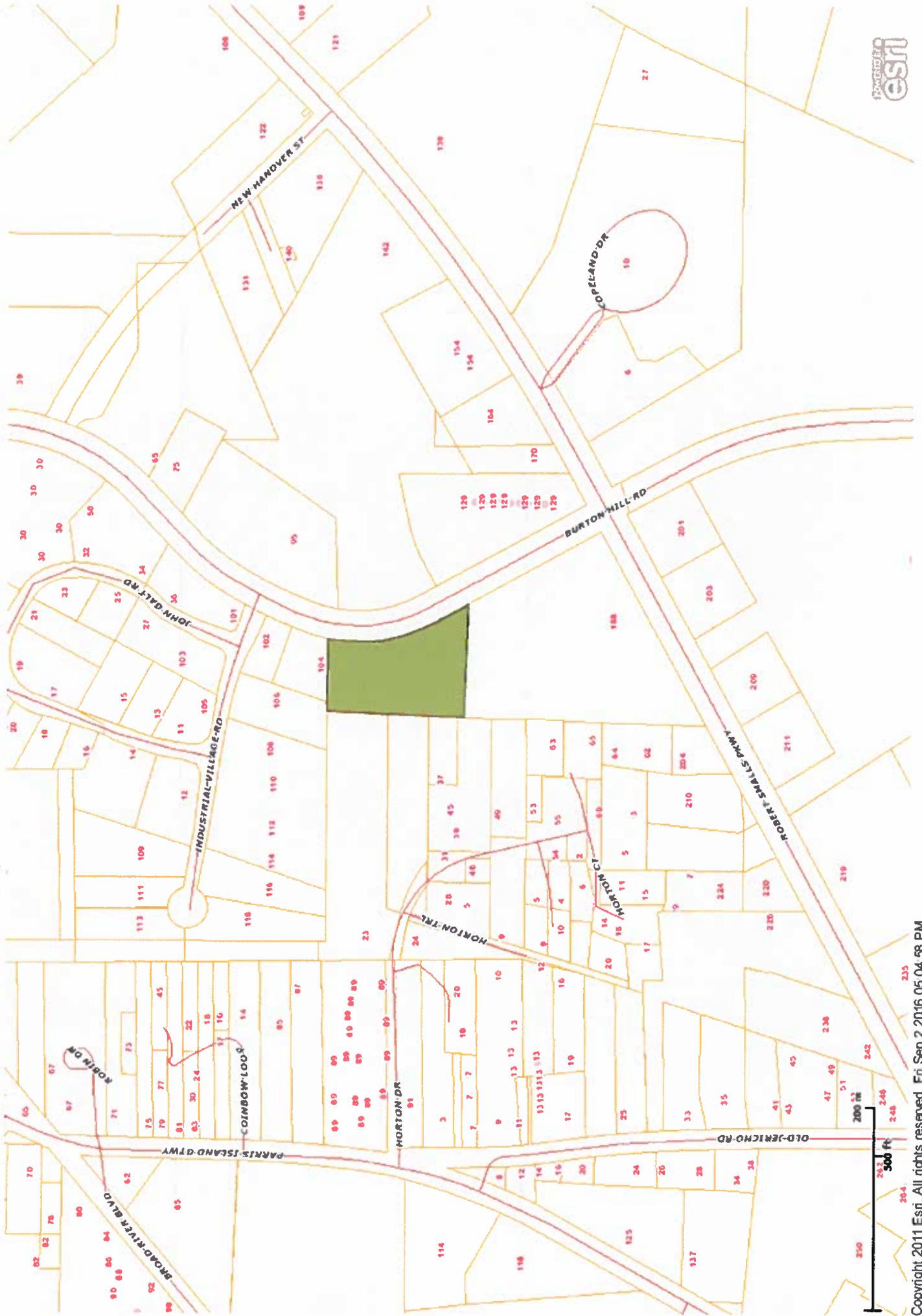
REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
rezoning ordinance	Cover Memo	10/5/2016

Property Proposed for Rezoning

R122 029 000 103F 0000 (portion)





CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/7/2016
FROM: William Prokop, City Manager
AGENDA ITEM Approval to accept the Redvelopment Commission's recommendation to offer a
TITLE: Incentive Program for the In-Fill projects on Duke Street
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

This item was discussed and approved at the RDC meeting on 9-20-16.

PLACED ON AGENDA FOR: Action

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/7/2016
FROM: William Prokop, City Manager
AGENDA ITEM TITLE: Authorization to allow City Manager to enter into contractual agreement with the Don Ryan Center of Bluffton for use of vacant space in City Hall and to enter into an Economic Development Program similar to the one in Bluffton
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

This item comes at the recommendation of the City of Beaufort's Redevelopment Commission.

The Don Ryan Center of Bluffton would be establishing a branch, if approved.

PLACED ON AGENDA FOR: Action

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/14/2016
FROM:
AGENDA ITEM
TITLE: Resolution Supporting Reconstruction Era Monument
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

PLACED ON AGENDA FOR: Action

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/13/2016
FROM: Kathy Todd
AGENDA ITEM
TITLE: Authorization to allow City Manager to enter into Contract for Street Sweeping Services
MEETING DATE: 10/18/2016
DEPARTMENT: Finance

BACKGROUND INFORMATION:

Request for Council to authorize City Manager to enter into a multi-year contract for Street Sweeping Services. See the attached memo for description of the competitive process and recommended vendor.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Recommendation Memo	Cover Memo	10/14/2016

**CITY OF BEAUFORT
INTEROFFICE MEMORANDUM**

TO: BILL PROKOP
FROM: MICHAEL AHERN
SUBJECT: STREET SWEEPING SERVICES RECOMMENDATION
DATE: 10/14/2016
CC:

The City issued a Request for Proposal (RFP) for Street Sweeping Services on August 22, 2016. The RFP was posted on the City's website and PublicPurchase.com. The RFP was also advertised in the Beaufort Gazette and the State of South Carolina procurement newsletter.

The City received four (4) sealed proposals by the submittal date of September 9, 2016 in response to RFP 2017-101. The four (4) Companies were:

Martin Sweep, LLC	\$ 55,680.00
The Greenery, Inc.	\$ 78,000.00
Sweeping South, Inc.	\$129,000.00
Diversified Industry Services	\$280,800.00

The proposals were publicly opened on September 9, 2016 at 2:01pm and results were publicly read in accordance with the RFP notice. It should be noted that along with the north west quadrant (the Main Group) three additional neighborhood areas (Spanish Point, The Point, and Higginsville) have been added. Per the RFP, the contract duration would be thirty-six (36) month period commencing on October 1, 2016, with an option to renew for an additional two (2) twelve (12) month periods upon mutual acceptance each year thereafter under the same terms and conditions.

On September 28, 2016, the City's Public Works department met and discussed each of the four submitted proposals. After reviewing the submitted proposals, the Public Works department realized that the prices of the proposals were greater than what was budgeted but Public Works for street sweeping services so the department determined that they will absorb the difference

through their operational budget. Following the discussion and evaluation of proposals received, the Public Works department recommends Martin Sweeping, LLC as the Company to perform Street Sweeping Services in all four neighborhood areas for the City of Beaufort. Martin Sweeping, LLC submitted the lowest bid. In reviewing the work history of Martin Sweeping LLC for the City of Beaufort and other municipalities and Home Owners Associations there is no apparent cause for rejecting their bid.

The Public Works department was unanimous in their recommendation that Martin Sweeping, LLC was the lowest responsible bidder and would service the City's street sweeping needs in the best possible way.



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/14/2016
FROM: William Prokop, City Manager
AGENDA ITEM
TITLE: Authorization to allow City Manager to enter into a Statewide Mutual Aid Agreement
MEETING DATE: 10/18/2016
DEPARTMENT: City Managers Office

BACKGROUND INFORMATION:

This Statewide Mutual Aid Agreement would be with the State of South Carolina Emergency Management Division for Emergency and Disaster Response/Recovery.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Backup Material	10/14/2016

STATE OF SOUTH CAROLINA
STATEWIDE MUTUAL AID AGREEMENT
FOR
EMERGENCY AND DISASTER RESPONSE/RECOVERY

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF SOUTH CAROLINA AND BY AND AMONG EACH COUNTY, MUNICIPALITY, POLITICAL SUBDIVISION, STATE AGENCY, AND EMERGENCY SERVICE ENTITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED UPON THE FOLLOWING FACTS:

WHEREAS, the South Carolina Constitution, Article VIII, Section 13, provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof; and

WHEREAS, the South Carolina Code of Laws, Section 25-1-450, requires that State, county, and municipal governments shall cooperate in developing and maintaining a plan for mutual assistance in emergencies; and

WHEREAS, the South Carolina Code of Laws, Section 6-11-1810, provides that any municipality, fire district, fire protection agency, or other emergency service entity may provide mutual aid assistance, upon request, from any other municipality, fire district, fire protection agency, or other emergency service delivery system in South Carolina at the time of a significant incident such as fire, earthquake, hurricane, flood, tornado, hazardous material event, or other such disaster; and

WHEREAS, the State of South Carolina is geographically vulnerable to hurricanes, tornadoes, flooding, other natural disasters, and technological or other hazards that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this Agreement recognize that additional personnel and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications with the personnel of the other Participating Government by visits, compilation of asset inventories, exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

A. AGREEMENT - the Statewide Mutual Aid Agreement for emergency and disaster response/recovery. Counties, municipalities, political subdivisions, state agencies, and emergency service entities of the State of South Carolina may become a party to this Agreement by executing a copy of this Agreement and providing a copy with original signatures and, when necessary, the authorizing resolution(s) to the State of South Carolina Emergency Management Division (hereinafter referred to as "SCEMD"). Copies of the Agreement with original signatures shall be filed and maintained at SCEMD in West Columbia, South Carolina.

B. REQUESTING PARTY - the Participating Government entity requesting aid in the event of an emergency.

C. ASSISTING PARTY - the Participating Government entity furnishing equipment, services, and/or personnel to the Requesting Party.

D. AUTHORIZED REPRESENTATIVE - an employee of a Participating Government who is authorized in writing by that government to request, offer, or provide assistance under the terms of this Agreement. The list of Authorized Representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. SCEMD - the South Carolina Emergency Management Division, Office of the Adjutant General.

F. EMERGENCY - any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in or which may result in, substantial injury or harm to the population, or substantial damage to or loss of property.

G. DISASTER - any natural, technological, or civil emergency that causes or threatens damage of sufficient severity and magnitude that exceeds the capabilities of the local, county, or state governments.

H. PARTICIPATING GOVERNMENT - any county, municipality, political subdivision, state agency, or emergency service entity of the State of South Carolina which executes this Agreement and supplies a complete executed copy, as stated herein, to SCEMD.

I. PERIOD OF ASSISTANCE - the period of time beginning with the departure of any personnel of the Assisting Party, from any point, for the purpose of traveling to the Requesting Party in order to provide assistance, and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The Period of Assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party, during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at, or return from, the Requesting Party.

J. WORK OR WORK-RELATED PERIOD - any period of time in which both the personnel or equipment of the Assisting Party is being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such periods of time are rest breaks after which the personnel of the Assisting Party shall return to active work within a reasonable time. Specifically excluded from such periods of time are breakfast, lunch, and dinner breaks.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by or is under imminent threat of a disaster or emergency, it may invoke emergency-related mutual aid assistance either by: 1) submitting, in writing, a request for mutual aid to the Assisting Party, 2) by orally communicating a request for mutual aid assistance to the Assisting Party or to SCEMD, followed as soon as practicable by written confirmation of said request, or 3) by submitting a resource request to SCEMD with the intent for SCEMD to facilitate coordination of mutual aid by matching available resources to the Requesting Party. Mutual aid shall not be requested by any Participating Government unless resources available within the stricken area are deemed inadequate by that Participating Government. Requests for State or Federal emergency response assistance shall be made in accordance with the State Emergency Operations Plan. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the County Emergency Management Agency. Requests for assistance may be communicated either to SCEMD or directly to an Assisting Party.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide them with the information in Paragraph C below. All communications shall be conducted directly between Requesting Party and Assisting Party. Each party shall be responsible for keeping SCEMD advised of the status of the response activities.

B REQUESTS ROUTED THROUGH, OR ORIGINATING FROM SCEMD: The Requesting Party may directly contact SCEMD, in which case it shall provide SCEMD with the information in Paragraph C below. SCEMD may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. SCEMD shall not be responsible for costs associated with such indirect requests for assistance, unless SCEMD so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall SCEMD or the State of South Carolina be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be solely responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information to the extent known:

1. A general description of the current situation;
2. Identification of the function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party; and
7. An estimate of expected costs from the Assisting Party to include any incidental expenses the Assisting Party expects to recoup from the Requesting Party.

This information may be provided on the form attached as Exhibit B, or by any other available means. SCEMD may revise the format of Exhibit B subsequent to the execution of this Agreement.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or SCEMD, the Authorized Representative of any Participating Government agrees to assess and determine availability of personnel, equipment, and other resources to render assistance. All Participating Governments shall render assistance to the extent that personnel, equipment, and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his/her Participating Government has available personnel, equipment, or other resources, the Authorized Representative shall so notify the Requesting Party or SCEMD, whichever communicated the request, and provide the information below. SCEMD shall, upon response from sufficient Participating Governments to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide him/her with the following information to the extent known:

1. A complete description of the personnel, equipment, and materials to be furnished to the Requesting Party;
2. The estimated length of time the personnel, equipment, and materials will be available;
3. The areas of experience and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party.

E. SUPERVISION AND CONTROL: The personnel, equipment, and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall provide work tasks to the supervisory personnel of the Assisting Party.

The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and SCEMD. The designated supervisory personnel of the Assisting Party shall:

1. Maintain daily personnel time records, material records, and a log of equipment hours;
2. be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall
3. Report work progress to the Requesting Party.

The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party and SCEMD. At least twenty-four (24) hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party, unless such notice is not practicable, in which case such notice as is reasonable shall be provided.

F. FOOD, HOUSING, AND SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location until the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

G. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

H. RIGHTS AND PRIVILEGES: Whenever the employees of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation accruing to their employment.

I. WRITTEN ACKNOWLEDGMENT: The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or SCEMD, as applicable, for approval. The form to serve as this written acknowledgment is attached as Exhibit C. The Requesting Party/Division shall respond to the written acknowledgment by executing and returning a copy to the Assisting Party by the quickest practical means. The Requesting Party/Division shall retain a copy of this acknowledgement for its own records.

SECTION 3. REIMBURSABLE EXPENSES

A. PROCEDURES FOR REIMBURSEMENT: Unless the Assisting Party states otherwise in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

1. An Assisting Party shall bill the Requesting Party as soon as practicable, but not later than forty-five (45) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Governments, the time frame may be extended as agreed upon by the two parties.

2. If the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than forty-five (45) calendar days after the bill is received. Failure to protest any bill or billed item in writing within forty-five (45) calendar days shall constitute agreement to the bill and the items on the bill and waiver of the right to contest the bill.

B. COSTS ELIGIBLE FOR REIMBURSEMENT: The costs incurred by the Assisting Party under this Agreement shall be reimbursed as requested in order to make the Assisting Party whole to the fullest extent practicable.

1. The Assisting Party shall only be reimbursed for those expenses incurred in the performance of such work specified in a written request as approved by the Requesting Party.

2. Expenses incurred in support of work not specified in an approved written request shall be the sole responsibility of the Assisting Party.

3. Travel-related expenses (meals, lodging, transportation) shall be reimbursed in accordance with the terms of the Assisting Party's pay and travel policies.

4. The Requesting Party shall reimburse the Assisting Party for employment costs of personnel who render assistance under this Agreement to Assisting Party, including wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. Employees of the Assisting Party shall retain all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment while providing assistance to the Assisting Party.

5. The costs associated with the equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair

services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

6. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

7. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall comply with State audit requirements as specified in applicable State regulations. Upon reasonable notice, the Assisting Party shall make its records available to the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

SECTION 4. INSURANCE

Each Participating Government shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. If a Participating Government is insured, its file shall contain a letter from its insurance carrier

authorizing it to provide and receive assistance under this Agreement, and indicating that there will be no lapse in its insurance coverage, either on employees, vehicles, or liability. If a Participating Government is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. Each Assisting Party shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement. The amount of reimbursement from the Requesting Party shall be reduced by the amount of any insurance proceeds to which the Assisting Party is entitled as a result of losses experienced in rendering assistance pursuant to this Agreement.

SECTION 5. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, South Carolina Emergency Management Division, Office of the Adjutant General, West Columbia, South Carolina, which shall provide copies to all other Participating Governments. Notice of termination shall not relieve the withdrawing Participating Government from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after notice thereof has been sent by the Director, South Carolina Emergency Management Division, Office of the Adjutant General, to all other Participating Governments. It is the responsibility of the signatory to update the signatures as required.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution thereof.

SECTION 8. ROLE OF SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

SCEMD shall serve as the central repository for executed Agreements, maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a listing of the Participating Governments online at the SCEMD website.

SECTION 9. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this Agreement have entered into other mutual aid agreements or inter-local agreements, those parties agree that said agreements are superseded by this Agreement only for emergency management assistance and activities performed in major disasters pursuant to this Agreement. In the event that two or more parties to this Agreement have not entered into another mutual aid agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Agreement shall apply unless otherwise agreed between those parties.

[Intentionally left blank]

FOR ADOPTION BY A COUNTY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

COUNTY OF: _____

Chairman/Administrator:

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

APPROVED AS TO FORM:

Office of the County Attorney

By: _____
Signature

Date: _____

Printed Name

FOR ADOPTION BY A MUNICIPALITY, POLITICAL SUBDIVISION, OR EMERGENCY
SERVICE ENTITY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the
dates set forth below:

STATE OF SOUTH CAROLINA

By: _____ Date: _____
Director, South Carolina Emergency
Management Division

EXECUTED BY _____ IN _____
COUNTY (attach authorizing resolution or ordinance if necessary).

Authorized Official:

By: _____ Date: _____
Signature

Printed Name

Its: _____
Title

FOR ADOPTION BY A STATE AGENCY

IN WITNESS THEREOF, the parties set forth below have duly executed this Agreement on the dates set forth below:

STATE OF SOUTH CAROLINA

By: _____
Director, South Carolina Emergency
Management Division

Date: _____

STATE OF SOUTH CAROLINA

Name of State Agency

By: _____
Signature

Date: _____

Printed Name

Its: _____
Title

**STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT A: AUTHORIZED REPRESENTATIVES**

Date: _____

Name of Participating Government: _____

Mailing Address: _____

City, State, Zip Code: _____

Authorized Representatives to Contact for Emergency Assistance:

Primary Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

1st Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

2nd Alternate Representative:

Name: _____

Title: _____

Address: _____

Day Phone: _____

Night Phone: _____

Fax Number: _____

Email: _____

STATEWIDE MUTUAL AID AGREEMENT

EXHIBIT B: REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g., fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building, inspection, planning, and information assistance, mass care, resource support, health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (e.g., sanitary sewer, portable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's jurisdictional boundaries to serve as relief centers or staging areas for incoming emergency goods and services;
6. An estimated time and specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party;
7. An estimate of expected costs from the Assisting Party to include any incidental expenses they plan to recoup from the Requesting Party;

STATEWIDE MUTUAL AID AGREEMENT
EXHIBIT C: ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be provided:

<u>Resource Type</u>	<u>Amount</u>	<u>Assignment</u>	<u>Est. Time of Arrival</u>
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2. Availability of additional resources:

3. Time limitations, if any:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/14/2016
FROM: Ivette Burgess, City Clerk
AGENDA ITEM Appointments to City Boards and Commissions - Tourism Development Advisory
TITLE: Committee (TDAC)
MEETING DATE: 10/18/2016
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

City Council will consider the appointments of two applicants for two open vacancies on TDAC.

Jason Frazier and Erica Dickerson

PLACED ON AGENDA FOR: Action

REMARKS:



CITY OF BEAUFORT
DEPARTMENT REQUEST FOR CITY COUNCIL AGENDA ITEM

TO: CITY COUNCIL **DATE:** 10/14/2016
FROM: Ivette Burgess, City Clerk
AGENDA ITEM Request for Co-Sponsorship for use of Waterfront Park for "A Community Thank
TITLE: You" Friday, October 21, 2016
MEETING DATE: 10/18/2016
DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Shannon Erickson and Friends with Beaufort Charities presents " A Community Thank You" - post Hurricane Matthew.

PLACED ON AGENDA FOR: Action

REMARKS:

ATTACHMENTS:

Description	Type	Upload Date
Application and Co-sponsorship form	Backup Material	10/14/2016



CITY OF BEAUFORT WATERFRONT PARK APPLICATION

1911 Boundary Street

Phone: 843-525-6348 Fax: 843-986-5606

Name of Event: "Shannon & Friends" with Beaufort Charities presents A COMMUNITY THANK YOU!	Setup Date & Time: <u>10/21/16 2:00pm</u> Take Down Date & Time: <u>10/21/16 11pm</u>
Individual/Organization Name: Representative Shannon Erickson Beaufort Charities	Address: <u>129 S. Hermitage Road</u> Telephone: <u>843-263-1867</u>
Designated Lessee Name and Phone Number: <u>Shannon Erickson / Beaufort Charities - Christian Sherbert</u> <u>843-263-1867</u> <u>843-575-5667</u>	

Completed application must be received and approved by the Events Coordinator, Eliza Hill. Full receipt of deposit must be received to ensure securing your requested date for rental of the Waterfront Park. Deposits are refundable provided the venue is returned in the same condition it was received.

Please mail completed application to City of Beaufort, Attn: Eliza Hill, 1911 Boundary Street, Beaufort, SC 29902, or email them to: lhill@cityofbeaufort.org.

All private events must follow the Special/Private Events Policy. You must call the Events Coordinator, Eliza Hill, (843-525-6348) to discuss specifics of the desired event.

Is event open to the public? Yes

Will admission be charged or donation required? No

Will alcoholic beverages be sold? No Served? No

Will food be sold? No Served? Yes

Will there be any retail sales? No

Number of people expected to attend: 1000

REQUEST FOR CO-SPONSORSHIP Henry C. Chambers Waterfront Park

**Shannon & Friends* with Beaufort Charities presents*

Name of Event: A COMMUNITY THANK YOU!

Date of Event: 10/21/16

Contact person: Shannon Erickson

Telephone: 843-263-1867

Please check all that apply.

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

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

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

Events Coordinator Recommendation: Approved: ✓ Denied: _____

Explanation: Community Event

Forward for Council Deliberation: Oct. 18, 2016
Date of Council Meeting

Council: Approved: _____ Denied: _____

Explanation: _____

