

COUNTY COUNCIL OF BEAUFORT COUNTY  
ADMINISTRATION BUILDING  
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D. PAUL SOMMERVILLE  
CHAIRMAN

GERALD W. STEWART  
VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH  
RICK CAPORALE  
GERALD DAWSON  
BRIAN E. FLEWELLING  
STEVEN G. FOBES  
ALICE G. HOWARD  
WILLIAM L. MCBRIDE  
STUART H. RODMAN  
ROBERTS "TABOR" VAUX

GARY T. KUBIC  
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
DEPUTY COUNTY ADMINISTRATOR  
SPECIAL COUNSEL

SUZANNE M. RAINEY  
CLERK TO COUNCIL

AGENDA  
COUNTY COUNCIL OF BEAUFORT COUNTY  
Monday, February 9, 2015  
4:00 p.m.  
Large Meeting Room, Bluffton Branch Library  
120 Palmetto Way, Bluffton

Citizens may participate in the public comment periods and public hearings from telecast sites at County Council Chambers, Beaufort as well as Marv Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
  - A. Discussion of Consent Agenda
  - B. Discussion is not limited to agenda items
  - C. Executive Session
    1. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
    2. Receipt of legal advice for pending or threatened claims
    3. Discussion regarding the development of security personnel or devices
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Councilman Cynthia Bensch
6. ADMINISTRATIVE CONSENT AGENDA
  - A. Approval of Minutes – January 26, 2015 ([backup](#))
  - B. Receipt of County Administrator's Two-Week Progress Report ([backup](#))
  - C. Receipt of Deputy County Administrator/Special Counsel's Two-Week Progress Report ([backup](#))
  - D. Committee Reports (next meeting)
    1. Community Services (March 23 at 2:00 p.m., HHI Branch Library)
      - a. Minutes – January 26, 2015 ([backup](#))
    2. Executive (March 9 at 2:00 p.m., ECR)
      - a. Minutes – February 2, 2015 ([backup](#))
    3. Finance (February 16 at 2:00 p.m., BIV #3)
    4. Governmental (March 2 at 4:00 p.m., ECR)
    5. Natural Resources (March 2 at 2:00 p.m., ECR)
    6. Public Facilities (February 16 at 4:00 p.m., BIV #3)
  - E. Appointments to Boards and Commissions ([backup](#))



7. PUBLIC COMMENT

8. CONSENT AGENDA

A. AN ORDINANCE AUTHORIZING THE DONATION OF APPROXIMATELY 0.39 ACRES OF COUNTY OWNED REAL ESTATE TO THE CHILD ABUSE PREVENTION ASSOCIATION (CAPA) ([backup](#))

1. Consideration of second reading to occur February 9, 2015
2. Public Hearing Announcement – Monday, March 9, 2015, beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort
3. First reading approval occurred January 26, 2015/ Vote 11:0
4. Community Services Committee discussion and recommendation to approve occurred January 26, 2015 / Vote 6:0

B. AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH THE SANTA ELENA PROJECT FOUNDATION FOR THE FEDERAL COURTHOUSE ([backup](#))

1. Consideration of second reading to occur February 9, 2015
2. Public Hearing Announcement – Monday, March 9, 2015, beginning at 6:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort
3. Community Services Committee discussion and recommendation to approve occurred January 26, 2015 / Vote 6:0
4. Public Facilities Committee discussion occurred November 17, 2014

C. A RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA DISSOLVING THE SOUTHERN CORRIDOR REVIEW BOARD AND THE NORTHERN CORRIDOR REVIEW BOARD ([backup](#))

1. Natural Resources Committee discussion to occur Monday, February 9, 2015 beginning at 2:30 p.m., Bluffton Branch Library, 120 Palmetto Way, Bluffton

9. PUBLIC COMMENT

10. ADJOURNMENT

Official Proceedings  
County Council of Beaufort County  
January 26, 2015

The electronic and print media duly notified in  
accordance with the State Freedom of Information Act.

**CAUCUS**

A caucus of the County Council of Beaufort County was held Monday, January 26, 2015 beginning at 4:00 p.m. in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

**ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, Alice Howard, William McBride, Stewart Rodman and Roberts "Tabor" Vaux.

**DISCUSSION ITEMS**

At the suggestion of Mr. Vaux and with the concurrence of Council, the ordinance authoring the donation of approximately 0.39 acres of County-owned real estate to the Child Abuse Prevention Association will include a reveter clause.

At the suggestion of Mr. Vaux and with the concurrence of the members of Council, after Devonwood Drive (Bluffton) is resurfaced, all county vehicles shall use the asphalt portion of this roadway to access and depart from the county fuel depot. The dirt road portion of Devonwood Drive is off limits to county vehicles.

At the request of Mr. Sommerville and with the concurrence of the members of Council, the Chairman will execute an agreement with the consortium of chief elected officials of Beaufort, Colleton, Hampton and Jasper Counties and the Lowcountry Workforce Board and the Lowcountry Council of Governments.

**CALL FOR EXECUTIVE SESSION**

It was moved by Mr. Rodman, seconded by Mr. Flewelling, that Council go immediately into executive session regarding the: (i) discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property, (ii) receipt of legal advice for pending or threatened claims, and (iii) discussion of matters relating to the proposed location, expansion or the provision of services encouraging location or expansion of industries or other businesses in Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding negotiations incident to proposed contractual arrangements and proposed purchase of property.

### **EXECUTIVE SESSION**

### **RECONVENE OF REGULAR SESSION**

### **REGULAR MEETING**

The regular meeting of the County Council of Beaufort County was held Monday, January 26, 2015 beginning at 5:00 p.m., in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

### **ATTENDANCE**

Chairman D. Paul Sommerville, Vice Chairman Gerald Stewart and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, Alice Howard, William McBride, Stewart Rodman and Roberts “Tabor” Vaux.

### **PLEDGE OF ALLEGIANCE**

The Chairman led those present in the Pledge of Allegiance to the Flag.

### **INVOCATION**

Chairman D. Paul Sommerville gave the Invocation.

### **MATTER ARISING OUT OF EXECUTIVE SESSION**

It was moved by Mrs. Bensch, seconded by Mr. Flewelling, that Council authorize the County Administrator to execute a loan agreement in the amount of \$4.0 million with Santee Cooper for the construction of a 40,000-square foot prospect building at county-owned property at Myrtle Park. The vote: YEAS - Mrs. Bensch, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. NAYS – Mr. Caporale. The motion passed.

The Chairman passed the gavel to the Vice Chairman in order to receive the Administrative Consent Agenda.

## **ADMINISTRATIVE CONSENT AGENDA**

### **Review of Proceedings of the Regular Meeting held January 12, 2015**

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Mrs. Howard, that Council approve the minutes of the regular meeting held January 12, 2015. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, .01Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **County Administrator's Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from January 12, 2015 through January 23, 2015.

### **Deputy County Administrator/Special Counsel's Two-Week Progress Report**

This item comes before Council under the Administrative Consent Agenda.

Mr. Josh Gruber, Deputy County Administrator/Special Counsel, presented his Two-Week Progress Report, which summarized his activities from January 12, 2015 through January 23, 2015.

## **Committee Reports**

### **Community Services Committee**

#### **Lease of Former Federal Courthouse Building (Bay Street)**

It was moved by Mr. McBride, seconded by Mr. Flewelling, that Council hear an off-agenda to take up first reading, by title only, an ordinance authorizing the County Administrator to execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse (1501 Bay Street). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

It was moved by Mr. McBride, as Chairman of the Community Services Committee (no second required), that Council approve on first reading, by title only, an ordinance authorizing the County Administrator to execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse (1501 Bay Street). The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

The Chairman referred the item to the Public Facilities Committee to tweak and finalize the lease agreement.

### **Beaufort Memorial Hospital Board**

Mr. McBride, as Chairman of the Community Services Committee, nominated Terry Murray and James Simmons, for reappointment to serve as members of the Beaufort Memorial Hospital Board.

### **Library Board**

Mr. McBride, as Chairman of the Community Services Committee, nominated Brenda Powell, representing Council District 1, to serve as a member of the Library Board.

### **Finance Committee**

#### **Accommodations Tax (2%) State Board**

Mr. Stewart, as Chairman of the Finance Committee, nominated Dick Farmer, representing at-large, for reappointment to serve as a member of the Accommodations Tax Board.

#### **Tax Equalization Board**

Mr. Stewart, as Chairman of the Finance Committee, nominated Robert Brown, representing Council District 5; Gloria Criscuolo, representing Council District 9; William John, representing County District 10; Kenneth Joy, representing Council District 3; Neil Lipsitz, representing Council District 4; and Alan Obstler, representing Council District 4 for reappointment to serve members of the Tax Equalization Board.

Mr. Stewart, as Chairman of the Finance Committee, nominated Mr. Allan Miller, representing at-large, to serve as a member of the Tax Equalization Board.

The Vice Chairman passed the gavel back to the Chairman in order to continue the meeting.

### **PUBLIC COMMENT**

The Chairman recognized Mr. Bill Moss, Executive Director, South Carolina Youth Leadership Conference, who requested \$2,750 from the remaining funds of the Lowcountry Economic Alliance dissolution to non-profit organizations. The funds would support one sophomore student from each high school between Beaufort and Jasper Counties. These monies will be used to pay room and board at USCB's Gateway Campus as well as other expenses associated with the program.



Ms. Christina Wilson, Executive Director, Child Abuse Prevention Association, thanked Council for considering our acquisition of a 0.39-acre tract adjacent to our existing children's home. Last year CAPA had to turn away 74 children due to space limitation at our current shelter. We would utilize that acreage to expand our existing shelter and change those statistics.

### **CONSENT AGENDA**

#### **A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE COUNTY AND THE SOUTH CAROLINA ASSOCIATION OF COUNTIES RELATING TO THE SOUTH CAROLINA ASSOCIATION OF COUNTIES BEING AUTHORIZED AND DESIGNATED AS THE CLAIMANT AGENT FOR THE COUNTY PURSUANT TO THE SETOFF DEBT COLLECTION ACT OF 2003, AS AMENDED, AND TO AUTHORIZE THE BEAUFORT COUNTY LIBRARY TO USE THE PROCEDURES PROVIDED IN CHAPTER 56, TITLE 12 AS THE INITIAL STEP IN THE COLLECTION OF DELINQUENT FEES**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 20, 2015 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council adopt a resolution to approve the Memorandum of Understanding and Agreement between the County and the South Carolina Association of Counties relating to the South Carolina Association of Counties being authorized and designated as the claimant agent for the County pursuant to the Setoff Debt Collection Act of 2003, as amended, and to authorize the Beaufort County Library to use the procedures provided in Chapter 56, Title 12 as the initial step in the collection of delinquent fees. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

#### **CONDEMNATION REQUEST FOR DEVONWOOD DRIVE, BLUFFTON**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 20, 2015 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve the condemnation of the platted right of way for Devonwood Drive in order to facilitate paving of the road. After Devonwood Drive is resurfaced, all county vehicles shall use the asphalt portion of this roadway to access and depart from the county fuel depot. The dirt road portion of Devonwood Drive is off limits to county vehicles. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **CONDEMNATION OF TROTTER'S LOOP DIRT ROAD RIGHT OF WAY**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 20, 2015 meeting of the Finance Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council authorize the acquisition of Trotter's Loop, by condemnation, if necessary, along those parcels in the first 3,600 feet of this dirt road. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **COMMUNITY DEVELOPMENT BLOCK GRANT 2015 NEEDS ASSESSMENT PRIORITY RANKINGS**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 26, 2015 meeting of the Community Services Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve the Community Development Block Grant 2015 Needs Assessment priority rankings as follows: (i) Neighborhood Improvement Projects (multiple activities) in low-to-moderate income neighborhoods to include Buckingham Point, Crystal Lake, Salem Road, and others as identified, (ii) Public Infrastructure and Facilities to include County Community Services One-Stop facility, water/sewer service in Seabrook, Stuart Point, other areas as identified, as well as drainage (areas that qualify and are priorities of the Stormwater Utility Department), (iii) infrastructure to support new and existing businesses. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **PURCHASE OF SIX NEW MINIVANS FROM STATE CONTRACT FOR BEAUFORT COUNTY'S DEPARTMENT OF DISABILITIES AND SPECIAL NEEDS**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 26, 2015 meeting of the Community Services Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council award a contract to Butler Dodge, Chrysler, Jeep of Beaufort, South Carolina in the amount of \$141,246 for the purchase of six 2015 Dodge Grand Caravans. The source of funding is the Department of Disabilities and Special Needs – Vehicle Purchases. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

### **AMENDMENT TO INDOOR POOL HOURS**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 26, 2015 meeting of the Community Services Committee.



It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council amend the indoor pool hours at two facilities: (i) Beaufort High School - Monday, Wednesday, Friday from 6:00 a.m. to 8:00 p.m. and Tuesday and Thursday from 12:00 Noon to 8:00 p.m. (ii) Battery Creek High School – Monday, Wednesday, Friday from 12:00 Noon to 8:00 p.m. and Tuesday and Thursday from 6:00 a.m. to 8:00 p.m. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

**AN ORDINANCE AUTHORIZING THE DONATION OF APPROXIMATELY 0.39 ACRES OF COUNTY OWNED REAL ESTATE TO THE CHILD ABUSE PREVENTION ASSOCIATION (CAPA)**

This item comes before Council under the Consent Agenda. Discussion occurred at the January 26, 2015 meeting of the Community Services Committee.

It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve on first reading an ordinance authorizing the donation of approximately 0.39 acres of County-owned real estate to the Child Abuse Prevention Association (CAPA). Further, the property shall be held by the Child Abuse Prevention Association, its successor and assigns and for so long as the premises are used as a house for abused children. If the premises at any time are not so used or are used for any other purpose or by any other organization, the premises shall revert to Beaufort County. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. The motion passed.

Mr. Caporale left the meeting at 5:40 p.m.

Mrs. Bensch left the meeting at 5:45 p.m.

**PUBLIC HEARINGS**

**AN ORDINANCE TO APPROPRIATE FUNDS NOT TO EXCEED \$412,500 FROM THE LOCAL (3%) ACCOMMODATIONS TAX FUNDS TO THE COUNTY GENERAL FUND FOR DESIGN AND REHABILITATION IMPROVEMENTS FOR THE DAUFUSKIE ISLAND PIER**

The Chairman opened a public hearing beginning at 6:02 p.m. for the purpose of receiving public comment regarding an ordinance to appropriate funds not to exceed \$412,500 from the local (3%) accommodations tax funds to the County General Fund for design and rehabilitation improvements to the Daufuskie Island pier. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:03 p.m.

It was moved by Mr. Dawson, as Chairman of the Public Facilities Committee (no second required), that Council approve on third and final reading an ordinance to appropriate funds not to exceed \$412,500 from the local (3%) accommodations tax funds to the County General Fund for design and rehabilitation improvements to the Daufuskie Island pier. The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Bensch and Mr. Caporale. The motion passed.

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A RIGHT OF WAY ENCUMBERING PROPERTY OWNED JOINTLY BY BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA**

The Chairman opened a public hearing beginning at 6:04 p.m. for the purpose of receiving public comment regarding an ordinance authorizing the execution and delivery of a right of way encumbering property owned jointly by Beaufort County and the Town of Hilton Head Island, South Carolina. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:05 p.m.

It was moved by Mr. Dawson, as Chairman of the Public Facilities Committee (no second required), that Council approve on third and final reading an ordinance authorizing the execution and delivery of a right of way encumbering property owned jointly by Beaufort County and the Town of Hilton Head Island, South Carolina. (Spanish Wells Road (S-7-79) which is more particularly known as R511-077-000-075A and R511-007-000-075F located on Spanish Wells Road (S-7-79). The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Bensch and Mr. Caporale. The motion passed.

**AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$8,500,000 LIMITED GENERAL OBLIGATION BONDS OF BEAUFORT COUNTY, SOUTH CAROLINA (BLUFFTON TOWNSHIP FIRE DISTRICT), SERIES 2015 OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (PROJECTS: MAINTENANCE FACILITY, FIRE ENGINE FLEET REPLACEMENT, TRAINING FACILITY AND AREA)**

The Chairman opened a public hearing beginning at 6:06 p.m. for the purpose of receiving public comment regarding an ordinance authorizing and providing for the issuance and sale of not to exceed \$8,500,000 Limited General Obligation Bonds of Beaufort County, South Carolina (Bluffton Township Fire District), Series 2015 or such other appropriate series designation; fixing the form and details of the bonds; authorizing the County Administrator or his designee to determine certain matters relating to the bonds; providing for the payment of the bonds and disposition of the proceeds thereof; and other matters relating thereto (Projects: Maintenance

Facility, Fire Engine Fleet Replacement, Training Facility and Area). After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:07 p.m.

It was moved by Mr. Stewart, as Chairman of the Finance Committee (no second required), that Council approve on third and final reading an ordinance authorizing and providing for the issuance and sale of not to exceed \$8,500,000 Limited General Obligation Bonds of Beaufort County, South Carolina (Bluffton Township Fire District), Series 2015 or such other appropriate series designation; fixing the form and details of the bonds; authorizing the County Administrator or his designee to determine certain matters relating to the bonds; providing for the payment of the bonds and disposition of the proceeds thereof; and other matters relating thereto (Projects: Maintenance Facility, Fire Engine Fleet Replacement, Training Facility and Area). The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Bensch and Mr. Caporale. The motion passed.

**ZONING MAP AMENDMENT (LADY'S ISLAND) R200-15-51, -51A, -724, AND -725 (39.03 ACRES, KNOWN AS THE VILLAGE AT OYSTER BLUFF PUD, FROM LADY'S ISLAND COMMUNITY PRESERVATION (LICP) DISTRICT AND LADY'S ISLAND EXPANDED HOME BUSINESS DISTRICT (LIEHB) TO PLANNED UNIT DEVELOPMENT (PUD)**

The Chairman opened a public hearing beginning at 6:08 p.m. for the purpose of receiving public comment regarding a Zoning Map amendment (Lady's Island) R200-15-51, -51A, -724, and -725 (39.03 acres, known as the Village at Oyster Bluff PUD, from Lady's Island Community Preservation (LICP) District and Lady's Island Expanded Home Business District (LIEHB) to Planned Unit Development (PUD) with conditions: (i) Approval of this PUD does not constitute endorsement of the proposed right-in/right-out intersection on Sams Point Road. Any additional access on Sams Point road would need to meet the County's separation standards; be carefully considered during the development permitting process; and, if approved, be accompanied by necessary on-site and off-site mitigation as determined by the Beaufort County Transportation Engineer. (ii) As recommended by the Beaufort County Transportation Engineer, the applicant should include traffic calming measures for Sunset Boulevard into the proposed Master Plan to address and minimize vehicle speeds above the posted speed limit. (iii) The PUD document should address the timing of the paving of Oyster Factory Road at a point in the development where 30% of the houses have been constructed.

After calling once for public comment, the Chairman recognized Mr. Dan Riedel, representing the Sunset Boulevard Homeowner's Association, who expressed support for the design and layout of this project as revised. Our preference would be to have the property support beer cans and weeds; but, in the event that it is to be developed, this is a sensible development. However, we are very concerned about the traffic that will impact our street. Sheriff Tanner has characterized Sunset Boulevard as an old, narrow, unsafe street, which is now about to be impacted with 113 more residences. We urge Council to amend with specificity the measures to traffic calm this street now, in light of this proposed development. It appears, in working with the County Planning, Zoning and Transportation Departments and SCDOT, traffic circles have

been proposed and appear to be the modern method to calm this traffic. We support and urge Council to consider adding an amendment with some specificity to this ordinance that would require the developer to calm traffic that will be aggravated at Oyster Factory Road and Sunset Boulevard with the traffic circle. We will be working independently with the County Planning, Zoning and Transportation Departments and SCDOT for a second traffic circle and, we hope the impact along with a review of the speed limit will calm this traffic.

Mr. Kevin Cuppia, a resident of Sunset Boulevard, asked Council to consider installing no passing signs along Sunset Boulevard.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 6:11 p.m.

**Main motion:** It was moved by Mr. Flewelling, as Chairman of the Natural Resources Committee (no second required), that Council approve on third and final reading a Zoning Map amendment (Lady's Island) R200-15-51, -51A, -724, and -725 (39.03 acres, known as the Village at Oyster Bluff PUD, from Lady's Island Community Preservation (LICP) District and Lady's Island Expanded Home Business District (LIEHB) to Planned Unit Development (PUD) with conditions: (i) Approval of this PUD does not constitute endorsement of the proposed right-in/right-out intersection on Sams Point Road. Any additional access on Sams Point road would need to meet the County's separation standards; be carefully considered during the development permitting process; and, if approved, be accompanied by necessary on-site and off-site mitigation as determined by the Beaufort County Transportation Engineer. (ii) As recommended by the Beaufort County Transportation Engineer, the applicant should include traffic calming measures for Sunset Boulevard into the proposed Master Plan to address and minimize vehicle speeds above the posted speed limit. (iii) The PUD document should address the timing of the paving of Oyster Factory Road at a point in the development where 30% of the houses have been constructed.

**Motion to amend by substitution:** It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council substitute considers #3 and #4 as follows: (3) In order to assist with traffic calming on Sunset Boulevard, which has a pre-existing speeding problem as caused by adjacent land development activities, the Land Owner/Developer agrees to fund up to \$30,000 to a County-led effort to implement a solution, which may include a lane alteration on Sunset Boulevard that achieves traffic calming. The County-led effort also includes measures at Miller Drive and Sunset Boulevard which are not the Land Owners/Developer's responsibility, but which will be studied at the same time as those at Oyster Factory Road for economies of scale and to provide a comprehensive approach to the issues to be addressed. Such an alteration at Oyster Factory Road will occur within the existing right-of-way and up to ten (10') feet of buffer being provided by the Land Owner/Developer with funding by the Land Owner/Developer to be provided at the same time the asphaltting improvements to Oyster Factory Road are required. If the lane alterations indicated by the County-led study have not already been included in a County construction contract at the time the payment from the Land Owner/Developer is required to pave Oyster Factory Road, and, therefore, provide the funds for the land alterations, the Land Owner/Developer agrees to include the lane alteration construction as part of the Oyster Factory

Road paving contract, subject to the overall cap on funding to be provided by the Land Owner/Developer hereinabove. Conversely, should the County seek to provide the road improvements at Miller Road prior to the required installation of the asphalt pavement for Oyster Factory Road, the County will include the lane alterations at Oyster Factory Road and Sunset Boulevard in a combined contract, and the Land Owner/Developer shall provide the agreed upon funding at the time agreed upon for those to be undertaken as set forth below. (4) In order to address the timing of the paving improvements for Oyster Factory Road, the Land Owner/Developer agrees that such will be constructed at such time as thirty percent (30%) of the permitted residential units are completed. The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Bensch and Mr. Caporale. The motion passed.

**Vote on the amended motion, which is now the main motion, and includes the motion to amend by substitution:** The vote: YEAS - Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mrs. Bensch and Mr. Caporale. The motion passed.

### **PUBLIC COMMENT**

There were no requests to speak during public comment.

### **ADJOURNMENT**

Council adjourned at 6:15 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_

D. Paul Sommerville, Chairman

ATTEST \_\_\_\_\_

Suzanne M. Rainey, Clerk to Council

Ratified:





# Memorandum

DATE: February 6, 2015  
TO: County Council  
FROM: Gary Kubic, County Administrator *Gary Kubic*  
SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place January 26, 2015 through February 6, 2015:

January 26, 2015

- Employee orientation
- Community Services Committee
- Joshua Gruber
- Caucus / County Council

January 27, 2015

- Joshua Gruber, Jim Minor, Eddie Bellamy, and Scott Fennell re: Future Beaufort County Solid Waste and Recycling Alternatives
- Employee meeting
- Steve Wilson / John Cunningham re: Greater Island Council Regional Committee / Regionalism

January 28, 2015

- Lyle Sumeck phone conference re: 2015 Council Annual Planning Retreat
- Frank Sczurek, Sun City Veterans Affairs

January 29, 2015

- Joshua Gruber, Alicia Holland, Suzanne Gregory, Allison Coppage, Chanel Lewis and Carla Hartsoe, Gallagher representative re: July Health Benefits Renewal
- Joshua Gruber, Jon Rembold, Steve Fobes, Colin Kinton, Mayor Bennett, Steve Riley and staff re: Palmetto Hall Barrier Wall

January 30, 2015

- P.J. Tanner, Lt. Colonel Neil Baxley, Allison Coppage and Joshua Gruber re: Hilton Head Island - Bluffton Chamber of Commerce Request to host IRONMAN 70.3 Triathlon
- DSN Community Training Home Visits



February 2 - 5, 2015

- Personal leave

February 6, 2015

- Joshua Gruber
- Bill Miles re: IRONMAN Triathlon



## Memorandum

DATE: February 6, 2015

TO: County Council

FROM: Joshua A. Gruber, Deputy County Administrator

SUBJECT: Deputy County Administrator's Progress Report

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The following is a summary of activities that took place January 26, 2015 through February 6, 2015:

January 26, 2014 (Monday):

- Meet with Alljoy Road Preservation Beach Property Owners in Bluffton
- Community Services Committee
- County Council

January 27, 2014 (Tuesday):

- Meet with Gary Kubic, County Administrator
- Meet with Gary Kubic, County Administrator, Jim Minor, Solid Waste Director and Scott Fennell, Waste Management
- Conference Call re: Osprey Point Property

January 28, 2014 (Wednesday):

- Meet with Dean Moss re: Sheldon Church Road Powerline Relocation
- Meet with Alicia Holland, CFO, Eric Larson, Environmental Engineer, Eddie Bellamy, Public Works Director and Robyn Clevinger, PW re: Beaufort County Fuel Facilities - Future Outlook
- Meet with Rob McFee, Facilities & Construction and Cleland Representatives re: SC170 Construction Status
- Meet with Taber Vaux, Councilman and the Alljoy Road Preservation Beach Property Owners in Bluffton

January 29, 2014 (Thursday):

- Visit Public Works
- Attend Meeting to Review July Health Benefits Renewal with Gallagher

- Attend Meeting to Discuss Delinquent Personal Property Tax Sale Process
- Attend Town of Hilton Head / Palmetto Hall Barrier Wall Meeting (Airport)

January 30, 2014 (Friday):

- Conference Call with School District - Phyllis White & Roberta Edwards re: Summer Food Service Program a/k/a Summer Nutrition Program
- Attend Meeting with the Hilton Head Island-Bluffton Chamber of Commerce to Discuss County's Support of Future Events
- Meet with Eric Larson, Environmental Engineer
- Meet with Tab Bendle, Esquire at Howell, Gibson and Hughes to Execute HHI Airport Closing Documents

February 2, 2014 (Monday):

- Meet with Phil Foot, Public Safety Director
- Conference Call with Phil Foot, Public Safety Director and Hillary Austin, Zoning Director
- Conference Call with New Counsel Representing County on Jellyball Ordinance Issue
- Attend Executive Committee Meeting

February 3, 2014 (Tuesday):

- Roundtrip Travel to Atlanta, GA with Jon Rembold, Airports Director, Alicia Holland, CFO and Judy Elder to meet with FAA Representatives

February 4, 2014 (Wednesday):

- Meet with Phil Foot, Public Safety Director
- Agenda Review
- Meet with Suzanne Gregory, Employee Services Director
- Telephone call with Stan Barnett, Esq. re: St. Gregory Access Road
- Meet with Tony Criscitiello, Planning Director and Richard Gough re: TCL Plans

February 5, 2014 (Thursday):

- Meet with Rob McFee, Facilities & Construction Engineering and Engineer Position Candidate
- Beaufort Office Hours

February 6, 2014 (Friday):

- Road, LLC vs. BC (Pinckney Colony RCLP Access Law Suit) - Deposition of Joshua Gruber at Howell, Gibson and Hughes, PA

## COMMUNITY SERVICES COMMITTEE

January 26, 2015

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Community Services Committee met Monday, January 26, 2015, beginning at 2:00 p.m. in the Executive Conference Room, Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

### ATTENDANCE

Chairman William McBride, Vice Chairman Gerald Dawson and Committee members Rick Caporale, Steven Fobes, Alice Howard and Roberts Vaux. Non-committee members Cynthia Bensch, Brian Flewelling, Stu Rodman and Paul Sommerville present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Morris Campbell, Division Director-Community Services; Allison Coppage, Assistant County Attorney; Tony Criscitiello, Planning Director; Andrew Dalkos, Division Director-Systems Management; Phil Foot, Assistant County Administrator-Public Safety; Joshua Gruber, Deputy County Administrator/Special Counsel; Gary Kubie, County Administrator; Scott Marshall, Parks and Leisure Services Director; Monica Spells, Assistant County Administrator-Civil Engagement and Outreach; Dave Thomas, Purchasing Director; and Mitzi Wagner, Disabilities and Special Needs Director.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce.

Councilman William McBride chaired the meeting.

### ACTION ITEMS

#### **1. Prioritization / 2015 Community Development Block Grant (CDBG) Needs**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Morris Campbell, Community Services Director, and Ms. Michelle Knight, Community & Economic Development Director, Lowcountry Council of Governments, reviewed this item with the Committee. This is a request for Council's prioritization of projects for the 2015 South Carolina Community Development Block Grant (CDBG) needs. The South Carolina CDBG Program is designed to assist units of government in improving economic opportunities and meeting community revitalization needs, particularly, for persons of low-and-moderate income. In 2014, Council ranked priorities as follows: (1) Multiple Neighborhood

Improvement Projects, (2) Water, Sewer and/or Drainage Improvements, (3) Infrastructure to Support New and/ or existing Businesses, and (4) Improvements to Public Facilities. She provided the Committee with the following recommendations:

Neighborhood Improvement Projects in low-to-moderate income neighborhoods:

- Buckingham Point
- Crystal Lake
- Salem Road
- Others as identified

Public Infrastructure and Facilities:

- County Community Services One-Stop Facility
- Water/Sewer service (Seabrook, Stuart Point, Other areas as identified)
- Drainage (areas that qualify and are priorities of the Stormwater Utility Department)

Infrastructure to Support New and/or Existing Businesses

**Motion:** It was moved by Mr. Dawson, seconded by Mrs. Howard, that Committee approve and recommend Council approve the 2015 Community Development Block Grant priority rankings as follows: (1) Neighborhood Improvement Projects in low-to-moderate income neighborhoods to include Buckingham Point, Crystal Lake, Salem Road, and others as identified; (2) Public Infrastructure and Facilities: County Community Services One-Stop Facility, Water/Sewer service (Seabrook, Stuart Point, and other areas as identified), Drainage (areas that qualify and are priorities of the Stormwater Utility Department); (3) Infrastructure to Support New and/or Existing Businesses. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. The motion passed.

**Recommendation:** Council approve the 2015 Community Development Block Grant priority rankings as follows: (1) Neighborhood Improvement Projects in low-to-moderate income neighborhoods to include Buckingham Point, Crystal Lake, Salem Road, and others as identified; (2) Public Infrastructure and Facilities: County Community Services One-Stop Facility, Water/Sewer service (Seabrook, Stuart Point, and other areas as identified), Drainage (areas that qualify and are priorities of the Stormwater Utility Department); (3) Infrastructure to Support New and/or Existing Businesses.

## **2. Consideration of Contract Award**

- **Purchase of Six New Minivans from State Contract for Beaufort County's Department of Disabilities and Special Needs**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. The Purchasing Department received a request from the Department of Disabilities and Special Needs to purchase six new 2015 Dodge Grand Caravan minivans from Butler Dodge of Beaufort, South Carolina, a State contract vendor. Two of the vehicles are for staff support at the two new Community Training Homes in Bluffton. The other vans will replace high mileage

vans and support the Adult Employment (Day Program) whose numbers have increased dramatically in FY 2015.

**Motion:** It was moved by Mr. Dawson, seconded by Mr. Vaux, that Committee approve and recommend Council approve the purchase of six 2015 Dodge Grand Caravans from Butler, Dodge, Chrysler, Jeep of Beaufort, South Carolina in the amount of \$141,246. Funding will come from the Department of Disabilities and Special Needs – Vehicle Purchases. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. The motion passed.

**Recommendation:** Council approve the purchase of six 2015 Dodge Grand Caravans from Butler, Dodge, Chrysler, Jeep of Beaufort, South Carolina in the amount of \$141,246. Funding will come from the Department of Disabilities and Special Needs – Vehicle Purchases.

### 3. Amendment to Indoor Pool Hours

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mr. Scott Marshall, Parks and Leisure Services Director, provided the Committee with a PowerPoint presentation regarding the requested modification to hours for Beaufort County pools as well as an update on the activities of the Parks and Leisure Services Board (PALS Board). A three-month study of indoor pool usage revealed minimal use between the hours of 6:00 a.m. and 3:00 p.m. at both Beaufort High and Battery Creek High Schools. These results were presented to the Committee October 27, 2014. The PALS Board is recommending modifying the hours as follows:

#### Bluffton High School

- No changes recommended

#### Beaufort High School

- Monday, Wednesday, Friday: 6:00 a.m. to 8:00 p.m.
- Tuesday, Thursday: 12:00 Noon to 8:00 p.m.
- Saturday: 7:00 a.m. to 2:00 p.m.

#### Battery Creek High School

- Monday, Wednesday, Friday: 12:00 Noon to 8:00 p.m.
- Tuesday, Thursday: 6:00 a.m. to 8:00 p.m.

Mr. Marshall reviewed both pros and cons of such modifications. The pros of the suggested hour changes include a cost difference of over \$56,000 in personnel costs alone, and allows for at least one pool north of the Broad River to be open for early morning lap swimmers Monday through Friday. The cons involve greater travel distance for some early-morning swimmers and change to the existing schedule.

Mr. Marshall reviewed with the Committee the PALS Board activity. The PALS Board approved two policy directives at the meeting of December 14, 2014 -- Late Pick-up Policy as



well as the Establishment and Management of Registration Periods. He spoke of the imposed fees and procedures for children picked up late from after school and summer camp, as well as reviewed the elimination of late registration period and late fees when it comes to sports.

Mr. Marshall informed the committee that the PALS Board Strategic Planning Committee will meet in January and a tentative joint meeting will follow.

**Motion:** It was moved by Mr. Fobes, seconded by Mr. Caporale, that Committee approve and recommend Council amend the indoor pool hours at two facilities: (i) Beaufort High School - Monday, Wednesday, Friday from 6:00 a.m. to 8:00 p.m. and Tuesday and Thursday from 12:00 Noon to 8:00 p.m. (ii) Battery Creek High School – Monday, Wednesday, Friday from Noon to 8:00 p.m. and Tuesday and Thursday from 6:00 a.m. to 8:00 p.m. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. The motion passed.

**Recommendation:** Council amend the indoor pool hours at two facilities: (i) Beaufort High School - Monday, Wednesday, Friday from 6:00 a.m. to 8:00 p.m. and Tuesday and Thursday from 12:00 Noon to 8:00 p.m. (ii) Battery Creek High School – Monday, Wednesday, Friday from 12:00 Noon to 8:00 p.m. and Tuesday and Thursday from 6:00 a.m. to 8:00 p.m.

#### **4. Child Abuse Prevention Association (CAPA) Request to Acquire 0.39 Acre Parcel of County-Owned Property**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mrs. Allison Coppage, Assistant County Attorney, presented this item to the Committee. The Child Abuse Prevention Association's (CAPA) mission is to provide prevention, intervention and programs targeted at breaking the cycle of child abuse and neglect that has increased. The shelter is currently operating at, or near, capacity, and there is a great need for expansion. CAPA would like Beaufort County to donate 0.39 acres of real estate to CAPA in order enhancing serving Beaufort County in preventing child abuse.

**Motion:** It was moved by Mr. Vaux, seconded by Mrs. Howard, that Committee approve and recommend Council approve on first reading an ordinance authorizing the donation of approximately 0.39 acres of County-owned property to the Child Abuse Prevention Association (CAPA). The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. The motion passed.

**Recommendation:** Council approve on first reading an ordinance authorizing the donation of approximately 0.39 acres of County-owned property to the Child Abuse Prevention Association (CAPA).

**5. Off Agenda Item – Lease of Former Federal Courthouse Building (1501 Bay Street)**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Vaux, seconded by Mr. Dawson, that Committee hear an off-agenda item regarding the execution of a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse (1501 Bay Street). The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Sommerville and Mr. Vaux. The motion passed.

**Discussion:** Mr. Rodman reviewed this item with the Committee. This item is time sensitive. The Santa Elena Foundation is interested in leasing the Federal Courthouse and repurposing the facility as a historical interpretation center, archeological laboratory, museum for research, and public education on the Spanish 16<sup>th</sup> Century Community Santa Elena.

**Motion:** It was moved by Mr. Sommerville, seconded by Mr. Fobes that Committee approve and recommend that Council approve on first reading, by title only, an ordinance authorizing the County Administrator to execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse (1501 Bay Street). The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride, Mr. Sommerville and Mr. Vaux. The motion passed.

**Recommendation:** Council approve on first reading, by title only, an ordinance authorizing the County Administrator to execute a Lease Agreement with the Santa Elena Project Foundation for the Federal Courthouse (1501 Bay Street).

**6. Consideration of Reappointments and Appointments**  
• **Beaufort Memorial Hospital Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Vaux, seconded by Mr. Caporale, that Committee nominate Terry Murray and James Simmons for reappointment to serve as members on the Beaufort Memorial Hospital Board. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. The motion passed.

**Recommendation:** Council nominate Terry Murray and James Simmons for reappointment to serve as members on the Beaufort Memorial Hospital Board.

**7. Consideration of Reappointments and Appointments**  
**• Library Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Motion:** It was moved by Mr. Dawson, seconded by Mr. Vaux, that Committee nominate Brenda Powell, representing Council District 1, to serve as a member of the Library Board. The vote: YEAS – Mr. Caporale, Mr. Dawson, Mr. Fobes, Mrs. Howard, Mr. McBride and Mr. Vaux. The motion passed.

**Recommendation:** Council nominate Brenda Powell, representing Council District 1, to serve as a member of the Library Board.

**INFORMATION ITEMS**

**8. Update / DSS Program; Julie Schneider, County DSS Director**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Discussion:** Mrs. Julie Schneider, County Department of Social Services Director, provided the Committee with an update on the Department of Social Services (DSS) Programs. The information provided included review measurements, Summary Report for Child Welfare Quality Assurance Review, 2012 versus 2014 comparison and charts.

**Status:** No action required. Information only.

**9. Consideration of Reappointments and Appointments**  
**• Alcohol and Drug Abuse Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** No action taken.

**10. Consideration of Reappointments and Appointments**  
**• Children's Foster Care Review Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** No action taken.

## **11. Consideration of Reappointments and Appointments**

### **• Disabilities and Special Needs Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** No action taken.

## **12. Consideration of Reappointments and Appointments**

### **• Parks and Leisure Services Board**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** No action taken.

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## **EXECUTIVE COMMITTEE**

**February 2, 2015**

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Executive Committee met Monday, February 2, 2015 beginning at 4:00 p.m. in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort.

### **ATTENDANCE**

Chairman Jerry Stewart and members Gerald Dawson, Brian Flewelling, William McBride and Stu Rodman. Paul Sommerville (as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.) Non-Committee member Cynthia Bensch present.

County staff: Lt. Col. Neil Baxley, Emergency Management Director; Allison Coppage, Assistant County Attorney; Josh Gruber, Deputy County Administrator/Special Counsel; and Sheriff P. J. Tanner.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce, and Zach Murdock, *The Island Packet/The Beaufort Gazette*.

Councilman Jerry Stewart chaired the meeting.

### **INFORMATION ITEM**

#### **1. Discussion of County Services and Costs for the Proposed IRONMAN 70.3 Triathlon Event / Hilton Head Island/Bluffton Chamber of Commerce and World Triathlon Corporation**

**Notification:** To view video of full discussion of this meeting please visit [http://beaufort.granicus.com/ViewPublisher.php?view\\_id=2](http://beaufort.granicus.com/ViewPublisher.php?view_id=2)

**Status:** Mr. Josh Gruber, Deputy County Administrator, informed Committee members that County staff was made aware of discussions going on late last week regarding the Hilton Head Island/Bluffton Chamber of Commerce ("Chamber") hosting an IRONMAN 70.3 Triathlon event on Hilton Head Island. There are currently discussions that are taking place. We do not have a copy of an agreement that has been reached; but, are reaching out to the Chamber to gain some additional information. We will report to Committee once we have that information.

**Status:** The meeting today was in anticipation that members would have that information. Unfortunately, the meeting is premature. When a proposed contract is available, Committee members would like to look at it as soon as possible.

**REAPPOINTMENTS AND APPOINTMENTS  
TO  
BOARDS AND COMMISSIONS**

**February 9, 2015**

**1. Community Services Committee**

**① Beaufort Memorial Hospital Board**

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Terry Murray	At-Large	Reappoint	10/11
01.26.15	James Simmons	At Large	Reappoint	10/11

**② Library Board**

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Brenda Powell	Council District 1	Appoint	6/11

**2. Finance Committee**

**① Accommodations Tax (2%) Board**

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Dick Farmer	At-Large	Reappoint	10/11

**② Tax Equalization Board**

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Robert Brown	Council District 5	Reappoint	8/11
01.26.15	Gloria Criscuolo	Council District 9	Reappoint	8/11
01.26.15	William John	Council District 10	Reappoint	8/11
01.26.15	Kenneth Joy	Council District 3	Reappoint	8/11
01.26.15	Neil Lipsitz	Council District 4	Reappoint	8/11
01.26.15	Alan Obstler	Council District 8	Reappoint	8/11
01.26.15	Allan Miller	At-Large	Appoint	6/11

**3. Public Facilities Committee**

**① Solid Waste and Recycling Board**

Nominated	Name	Position/Area/Expertise	Reappoint/Appoint	Votes Required
01.26.15	Ben Wheatley	Solid Waste Dist 7 (LI)	Reappoint	8/11



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE DONATION OF APPROXIMATELY 0.39  
ACRES OF COUNTY OWNED REAL ESTATE TO THE CHILD ABUSE  
PREVENTION ASSOCIATION (CAPA)**

**WHEREAS**, Beaufort County Parks and Leisure Services owns real property located in Port Royal, South Carolina; and

**WHEREAS**, the Child Abuse Prevention Association, (hereinafter, "CAPA"), is a local non-profit organization that has served Beaufort County since 1978 and operated the Open Arms Shelter since 1985; and

**WHEREAS**, the Open Arms Shelter has operated at or near capacity in 2014 and increased programs directed at family intervention by the South Carolina Department of Social Services creates a need to expand the Open Arms Shelter; and

**WHEREAS**, CAPA requests County Council to donate approximately 0.39 acres of property located within Port Royal; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the donation of the requested property to further the mission of CAPA; and

**WHEREAS**, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an Ordinance by Beaufort County Council.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL AS FOLLOWS:**

**SECTION 1. Donation of Property:**

The County Administrator is hereby authorized to take all other and further actions as may be necessary to complete the conveyance of the property.

**SECTION 2. Reversion:**

The property shall be held by the Child Abuse Prevention Association, its successor and assigns and for so long as the premises are used as a house for abused children. If the premises at

any time are not so used or are used for any other purpose or by any other organization, the premises shall revert to Beaufort County.

**SECTION 3. CAPA Obligations:**

CAPA shall have the approximately 0.39 acres surveyed and a legal description prepared for the conveyance of the Port Royal property.

**SECTION 3. Severability:**

If any section, phrase, sentence or portion of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then such section, phrase, sentence or portion shall be deemed a separate, distinct and independent provision and shall not affect the remaining portion thereof.

**SECTION 4. Effective Date:**

This Ordinance shall become effective upon its adoption by Beaufort County Council.

**ADOPTED BY BEAUFORT COUNTY COUNCIL, BEAUFORT, SOUTH CAROLINA,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: January 26, 2015

Second Reading:

Public Hearing:

Third and Final Reading:

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE  
A LEASE AGREEMENT WITH THE SANTA ELENA PROJECT FOUNDATION FOR  
THE FEDERAL COURTHOUSE**

**WHEREAS**, Beaufort County owns and operates the Federal Courthouse located at 1501 Bay Street, Beaufort, South Carolina; and

**WHEREAS**, on October 8, 2014 Beaufort County solicited for Requests for Proposals (“RFP”) (RFP/#100814) for the potential future use of the Federal Courthouse; and

**WHEREAS**; the Santa Elena Foundation Project Foundation, duly submitted a response to the RFP requesting use of the building as a historical interpretive center and archaeological laboratory; and

**WHEREAS**, Beaufort County Council believes that it is in the best interests of its citizens to lease the Federal Courthouse upon such terms and conditions as provided in Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council that the County Administrator is hereby authorized to negotiate and enter into a lease agreement with the Santa Elena Foundation for the use of the Federal Courthouse.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel

ATTEST:

\_\_\_\_\_  
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: January 26, 2015

Second Reading:

Public Hearing:

Third and Final Reading:

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF BEAUFORT	)	
	)	
COUNTY OF BEAUFORT,	)	
	)	REAL ESTATE TRIPLE NET LEASE
Landlord,	)	1501 BAY STREET
	)	BEAUFORT, SOUTH CAROLINA 29902
and	)	
	)	
SANTA ELENA PROJECT FOUNDATION,	)	
	)	
Tenant.	)	

---

This LEASE AGREEMENT ("Lease") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 between COUNTY OF BEAUFORT ("Landlord"), a body politic and political subdivision of the State of South Carolina, having its address at 100 Ribaut Road, Beaufort, South Carolina 29902, and SANTA ELENA PROJECT FOUNDATION ("Tenant"), a South Carolina eleemosynary corporation, having its address at P.O. Box 1005, Beaufort, South Carolina 29901.

#### ARTICLE 1 DESCRIPTION OF DEMISED PREMISES

1.1 Landlord hereby leases and lets to the Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the entire building having an address at 1501 Bay Street, Beaufort, South Carolina 29902, consisting of approximately \_\_\_\_\_ total square feet (the "Demised Premises"), together with the exclusive right to park on the land and access across the land described in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference (the "Land").

1.2 Continued occupancy of the Demised Premises shall be deemed Tenant's acceptance of the Demised Premises in "as is" condition.

#### ARTICLE 2 TERM

2.1 The initial term of this Lease shall be for a period of three (3) years beginning on July 1, 2015, the "Commencement Date" and, unless terminated or extended, shall end on three (3) years following the "Commencement Date"; provided, however, that if there is no continuing event of default hereunder by Tenant, that Landlord and Tenant may mutually agree to renew and extend this agreement for such additional periods as may be agreed to by the Parties.

2.2 Notwithstanding the proceeding, no sublessee or assignee of Tenant shall have the right to exercise any renewal option as provided herein. In the event Tenant exercises its right to extend the Lease term as specified above, the terms and conditions of this Lease shall remain in full force and effect.

ARTICLE 3  
RENT

3.1. The Tenant's obligation to pay rent due hereunder shall commence on the Commencement Date. Base Rent payments shall be made monthly on the first of each month in advance, without demand, deduction or offset. In the event the Commencement Date is other than the first of the month, the rent payment for the fractional calendar month at the beginning or end of the Lease term shall be prorated.

3.2 The monthly Base Rent for the Term shall be one and 00/100 Dollar (\$1.00). During the term of the Lease, the monthly Base Rent may be adjusted by Landlord as it deems prudent and appropriate provided that Landlord shall provide Tenant with written notice no less than one hundred-twenty (120) days in advance of any such Base Rent adjustment. However, the parties shall attempt in good faith to negotiate any such increase in Base Rent prior to its implementation.

3.3 Tenant shall pay all the real property taxes, assessments, stormwater fees and governmental charges of any kind or nature levied against the Demised Premises and the Land by any municipality, county or government agency (the "Taxes") that accrue on the Demised Premises and the Land. Such payment may be made by tenant directly to the Beaufort County Tax Collector. Real property taxes shall be prorated on a calendar year basis for any partial year of occupancy or ownership based upon the Commencement Date in the event that the Lease terminates or the Tenant purchases the building from Landlord. In the event the Tenant fails to pay the Taxes within thirty (30) days after a Tax Bill is issued, Landlord may elect to pay Taxes on Tenants behalf in which event the amount of such Taxes shall be owed by the Tenant to Landlord and shall be due upon demand.

3.4 Tenant shall be responsible for paying all personal property taxes accrued on any personal property owned by the Tenant.

3.5 Tenant shall procure general liability, fire and extended coverage insurance on the Demised Premises and Land and shall name Landlord as primary insured on the fire and extended coverage insurance. The requirements for coverage are more fully set forth in Section 11.1 of this Lease.

3.6 Tenant shall be responsible for all of the reasonable costs and expenses of the operation, repair and maintenance of the Demised Premises and the Land, its interior and exterior areas, including driveways and parking areas, reasonable costs of lawn maintenance, light maintenance, snow removal, cleaning of the exterior and interior of the Demised Premises, maintenance of all Demised Premises systems, including plumbing, mechanical, electrical and HVAC, and lighting, and all other operation, repair and maintenance not specifically referenced herein as the obligation of Landlord.

3.7 Tenant shall pay all charges for utility costs for the Demised Premises, including, but not limited to water, sewer, electricity, gas, telephone, storm sewer, cable and any other utility not supplied to the Demised Premises. Tenant shall be responsible for its own janitorial services and trash removal.

3.8 Tenant shall pay all charges, costs and fees associated with the lease of the parking lot adjacent to the Demised Premises as described in that certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

#### ARTICLE 4 PURCHASE OPTION

4.1 Tenant shall have the right to purchase from Landlord, and Landlord shall have the obligation to sell Tenant (the "Option"), the real property consisting of all that certain piece, parcel, or tract of land situate, lying and being in Beaufort County, South Carolina, together with all improvements consisting of the Demised Premises on such terms as may be more fully stated herein.

4.2 In the event that the Tenant exercises its Option to purchase the above described Property, the Landlord shall sell to Tenant and Tenant shall buy from Landlord the Property for a purchase price of Three Million, Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) (the "Purchase Price").

4.3 In the event that the Tenant exercises its Option under this Lease, Tenant hereby agrees to accept the purchase of the Demised Premises in an "as-is" condition with no warranty as to the condition of the Demised Premises, either express or implied.

4.4 The Option shall remain open and in effect from the commencement date of the Lease until such time as Landlord may notify Tenant in writing that the Option has been rescinded. The Tenant may exercise its option at any time during this period by providing written notice to the Landlord, either by regular U.S. Mail, facsimile, or electronic means, of its intent to acquire the Property under the terms expressed herein and as may be more fully developed in any subsequent purchase agreement.

4.5. If the Tenant timely exercises its Option, the parties shall enter into a purchase and sale agreement and the transaction contemplated by this Agreement shall be closed on or before thirty (30) days after the exercise of the Option, at a time and place mutually agreeable to the parties. The parties may arrange to close by mail. Landlord shall deliver to Tenant at closing a limited warranty deed for the Property, together with a bill of sale for any and all personal property appurtenant to the Property as well as affidavit attesting to the absence of any liens, boundary line disputes, or proceedings involving Landlord which may affect title to the Property.

4.6 As a condition of the purchase and sale agreement, Landlord agrees to assign and Tenant agrees to accept, all of the rights, responsibilities, and conditions under the certain Lease Agreement between Beaufort County and G.G. Dowling Family Partnership, LP., attached hereto as Exhibit A and incorporated herein by reference.

#### ARTICLE 5 REPAIR AND MAINTENANCE

5.1 Landlord may, but shall not be required to, maintain, repair and replace the roof, downspouts, gutters, foundations, exterior walls, structural or load-bearing walls of the Demised Premises and utility lines located outside the Demised Premises. However, Landlord shall take such actions as may be necessary so as to ensure that the exhibits and other contents that may be placed inside the Demised Premises shall not be harmed on the account of maintenance or repairs. Notwithstanding the preceding, Tenant shall repair, replace and pay for damage to the foregoing caused by the negligence of Tenant or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. Maintenance by Landlord of the exterior walls does not include windows, glass or plate



glass, doors or special entries, or other such items, which shall be maintained by Tenant. Tenant shall immediately give Landlord written notice of any defect or need for repairs, after which Landlord may, after having a reasonable opportunity to repair same, cure such defect.

5.2 Tenant shall be responsible for all maintenance and repair of the Demised Premises, except as specifically set forth in the preceding paragraph except as caused by any casualty covered by insurance on the Demised Premises. If Tenant fails to perform its repair and maintenance obligations, Landlord shall have the right to enter the Demised Premises to perform the obligations of Tenant and shall be entitled to reimbursement from Tenant of Landlord's actual costs in performing such obligations. Tenant shall reimburse such costs, as additional rent, upon demand.

## ARTICLE 6 USE

6.1 Tenant shall have the right to use the Demised Premises for any lawful purpose. However, it is understood that it is the intention of the Tenant to install a series of exhibits and other associated improvements which shall convey information pertaining to the establishment of the Santa Elena settlement by Spanish explorers. Tenant shall at its own cost and expense, obtain the licenses and permits necessary for its use of the Demised Premises and shall comply with all laws, ordinances and regulations relating to the use of the Demised Premises. Tenant shall not receive, store, use or otherwise handle any product, material or merchandise which is explosive, flammable, combustible, corrosive, caustic or poisonous, other than items typically used in office machinery or for office cleaning purposes. Tenant will not use the Demised Premises for any purpose which would render insurance thereon void or the insurance risks more hazardous.

6.2 Landlord and its agent or representatives shall have the right to enter and inspect the Demised Premises: (1) at any time during business hours for the purpose of ascertaining the condition of the Demised Premises, or (2) in order to make repairs as may be permitted to be made by Landlord under this Lease, or (3) in the last six (6) months of the Lease term or any renewal term, to show the Demised Premises to any prospective purchaser or lender. Except in case of emergency or default, Landlord shall give Tenant reasonable notice of any entry and shall make all entry with minimal interference with Tenant's occupancy and use of the Demised Premises. In the event of an emergency, Landlord will provide notice to Tenant of the entry as soon as reasonably possible thereafter.

## ARTICLE 7 ASSIGNMENT AND SUBLETTING

7.1 Tenant shall not sublet the Demised Premises or assign this lease without the prior written consent of Landlord. Landlord may withhold its consent for matters relating to the proposed use of the Demised Premises by the new tenant, its creditworthiness, willingness of the proposed new tenant to provide appropriate security deposits or guaranty in order to establish security for the tenant's obligation (such matters having been waived for Tenant), or for any other reason deemed appropriate by Landlord in considering whether Tenant shall have the right to assign or sublease the Demised Premises.

7.2 Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by an assignee or sublessee of Tenant and the performance of such act shall be deemed to be performance by the Tenant.

ARTICLE 8  
LANDLORD'S REPRESENTATION AND WARRANTIES

8.1 Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Property and Demised Premises and that title is marketable and, to Landlord's knowledge, title is not subject to any defects or encumbrances which would prohibit the intended use of purchase Option of the Demised Premises as contemplated by this Lease; Landlord has full right, power and authority to execute and deliver this Lease and purchase Option and to grant to Tenant the exclusive use and possession of the Demised Premises.

(b) Landlord has received no notice that the Property or the Demised Premises, or any portion thereof, is being condemned or taken by eminent domain or that such proceedings are contemplated by any lawful authority;

(c) There is available to the Demised Premises public water, gravity fed sanitary sewer, storm sewer, electricity and telephone service; and

(d) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by anyone claiming under Landlord.

ARTICLE 9  
TENANT'S COVENANTS

9.1 Tenant covenants and agrees that it shall:

(a) Pay rent when due, provided that should Tenant fail to pay Rent upon its due date, Landlord shall give Tenant notice in writing to pay same and Tenant shall have fifteen (15) days after receipt of such notice to pay the Rent before Tenant shall be in default;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease with normal wear and tear excepted. Tenant shall not be obligated to make any repairs arising out of or in any way caused by (1) settling of the building in which the Demised Premises are located, or (2) defects in the Demised Premises as a result of the initial construction, including labor, workmanship, materials, fixtures or equipment, supplied or installed by or on behalf of Landlord, or (3) the negligence of Landlord, its agents or employees;

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises and all other provisions contained within this Lease Agreement; and

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises.

ARTICLE 10  
ARCHITECTURAL BARRIERS

10.1 Landlord represents that, to its actual knowledge, the Property and Demised Premises comply with all applicable state and federal laws, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of the Property and Demised Premises, or any part thereof by aged, disabled or physically handicapped persons.

ARTICLE 11  
ADDITIONS, IMPROVEMENTS AND ALTERATIONS

11.1 Tenant may, with prior written consent of the Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises ("Alterations") at its sole cost and expense. Each such Alteration shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations.

11.2 Tenant agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or contained within the Demised Premises that is not utilized by Tenant shall be properly stored and cared for during Tenant's possession of the property. Such items shall not become the property of Tenant or a part of the realty no matter how affixed to the Demised Premises and shall be returned to their prior location and condition within the Demised Premises upon the expiration of this Lease Agreement.

ARTICLE 12  
FIRE AND CASUALTY DAMAGE

12.1 Tenant agrees to acquire fire and hazard insurance coverage for the building in which the Demised Premises are located in such amounts as may be necessary to fully insure the Demised Premises, which at no time shall be less than the amount indicated as the purchase option price identified in Article 4 above. The policy shall name Landlord as the primary insured. The policy may be a part of a master policy obtained by Tenant, but must provide that all casualty losses are paid to Landlord. Tenant shall provide to Landlord within five (5) days after the execution of this Lease a copy of the policy referenced herein.

12.2 If the Demised Premises should be damaged or destroyed by any peril covered by the insurance to be provided by Landlord under subparagraph 12.1 above, Tenant shall give immediate written notice thereof to Landlord.

12.3 If the Demised Premises should be totally destroyed or if damaged or destroyed in the final year of the Lease term, or if they should be so damaged thereby that rebuilding or repairs cannot in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such Damage, this Lease may be terminated by Landlord or Tenant, and the rent shall be abated during the unexpired portion of this Lease, effective upon the date of occurrence of such damage. Notice of intent to terminate must be delivered within twenty (20) days after Landlord gives Tenant written notice of its estimate of repair time. Landlord shall provide notice of estimated repair time within thirty (30) days after notice of the damage.

12.4 If the Demised Premises should be damaged but only to such extent that rebuilding or repairs can, in Landlord's estimation, be completed within one hundred twenty (120) days after the date upon which Landlord is notified by Tenant of such damage, and if such damage is not in the last year of the Lease term, this Lease shall not terminate, and Landlord shall, at its sole cost and expense, thereupon proceed with reasonable diligence to rebuild and repair the Demised Premises to substantially the same condition in which it existed prior to such damage, except that Landlord shall not be required to rebuild, repair, or replace any part of the additions or improvements which may have been placed in, on or about the Demised Premises by Tenant. If the Demised Premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be reduced or abated entirely to such extent as may be fair and reasonable under all of the circumstances. If any damage shall be caused by the Landlord, then the Landlord shall be responsible for repairs of such damage.

12.5 Notwithstanding anything herein to the contrary, in the event the holder of any indebtedness secured by a mortgage covering the Demised Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have no obligation to repair or restore the Demised Premises and, upon written notice thereof delivered to Tenant, may terminate this Lease.

12.6 Landlord hereby waives and releases all rights of recovery which it might otherwise have against Tenant, its agents and employees, for loss or damage to Landlord's property under the provisions of this Lease to the extent the same are recoverable by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its agents or employees. Policies required to be maintained by Landlord, or on Landlord's behalf hereunder, shall contain waivers of subrogation by the insurers against Tenant and endorsements authorizing Landlord and Tenant to execute mutual releases as between themselves. Tenant hereby waives and releases all rights of recovery which it might otherwise have against Landlord, its agents or employees, for loss or damage to the Tenant's contents furniture, furnishings, fixtures or other property removable by Tenant under the provisions of this Lease to the extent that the same are covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its agents or employees. Policies required to be maintained by Tenant hereunder shall contain waivers of subrogation by the insurers against Landlord and endorsements authorizing Tenant and Landlord to execute mutual releases as between themselves.

12.7 The obligation of the Landlord in this Section 12 to repair and restore the Demised Premises and the building as herein provided, does not include an obligation of the Landlord to repair trade fixtures, equipment, or personal property of Tenant, which Tenant shall insure for its benefit.

12.8 The period of time within which repair and restoration of the Demised Premises must be completed shall be extended due to delays occasioned by force majeure. In the event of any termination pursuant to this Section 12, any rent paid for the period beyond the date of damage shall be returned to Tenant and the parties shall have no further rights or obligations hereunder.

## ARTICLE 13 INSURANCE

13.1 The Tenant shall be responsible for obtaining and maintaining its own insurance coverage protecting it from loss, damage or injury by whatever means with respect to all furniture, fixtures, machinery, equipment, stock in trade, and all other items used or maintained by the Tenant in, on or about the Demised Premises.

13.2 At all times during the term of this Lease, Tenant shall keep in full force and effect a commercial general liability policy insuring against bodily injury, including death, or damage to tangible property in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) per person arising from a single occurrence or Six Hundred Thousand and No/100 Dollars (\$600,000.00) total sum per occurrence. Tenant shall furnish to Landlord a certificate of insurance evidencing coverage as set forth in this Section 13.2.

## ARTICLE 14 CONDEMNATION

14.1 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of the Demised Property shall occur.

14.2 If the whole or any substantial portion of the Demised Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would not prevent or materially interfere with the use of the Demised Premises by Tenant for the purposes provided for herein, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced in an amount that shall be reasonable under all the circumstances, effective when the physical taking of the Demised Property shall occur.

14.3 In the event of any such taking or purchase in lieu thereof, Landlord shall be entitled to receive and retain all awards as may be provided in any condemnation proceedings other than those specifically awarded Tenant for a taking of Tenant's personal property, loss of use, or loss of business and moving expenses.

## ARTICLE 15 EXEMPTIONS

15.1 Landlord and Tenant agree that Tenant shall be specifically exempt from the payment of, furnishing or providing to Landlord of any of the following:

- (a) Security deposits for rent or other damages to be paid by the Tenant pursuant to this Lease or for service or items supplied to Tenant by Landlord; and

ARTICLE 16  
SUBORDINATION, NON-DISTURBANCE AND ESTOPPEL

16.1 Tenant accepts this Lease subject and subordinate to any mortgage(s) now or at any time hereafter constituting a lien or charge upon the Demised Premises or the Property; provided, however, that if the mortgagee, trustee, or holder of any such mortgage or deed of trust elects to have Tenant's interests in this Lease superior to any such instrument, then by notice to Tenant from such mortgagee, trustee or holder, this Lease shall be deemed superior to such lien, whether this Lease was executed before or after said mortgage or deed of trust. Tenant shall at any time hereafter or upon demand execute and provide Landlord within ten (10) days of a request therefore, any instruments, releases or other documents which may be required by any mortgagee or trustee for the purpose of further subjecting and subordinating this Lease to the lien of any such mortgage. In the event Landlord's interest in the Demised Premises passes to a successor by sale, lease, foreclosure, or in any other manner, Tenant and Landlord and the Landlord's successor shall be bound to all of the terms of this Lease for the balance of the term with the same force and effect as if the successor were the Landlord under the Lease. Tenant is deemed to treat the successor as its Landlord and no further documents shall be required to effectuate this attornment. Tenant agrees that, if Landlord's successor requires additional documentation, Tenant will execute same.

16.2 Any mortgage which may now or hereafter affect the Land, the building, the Demised Premises, or the Property, or any part thereof, and any renewals, modifications, consolidations, replacements or extensions thereof shall provide that so long as there shall be no continuing event of default by Tenant hereunder, the leasehold estate of Tenant created hereby and Tenant's peaceful and quiet possession of the Demised Premises shall not be undisturbed by any foreclosure of such mortgage.

16.3 Within ten (10) business days of any request, Tenant agrees to execute and estoppels certificate setting forth such facts with respect to its date of occupancy, the Lease term, the amount of rent due, and date to which rent is payable, whether or not Tenant has any defense or offsets to the enforcement of the lease, its knowledge of any default or breach by Landlord, and whether or not this Lease is in full force and effect, inclusive of all modifications and/or amendments.

ARTICLE 17  
MECHANIC'S LIENS

17.1 Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Demised Premises or to change the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish material or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only to the leasehold interest granted by Tenant by the instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due by it on account of any labor performed or materials furnished in connection with any work performed on the Demised Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Demised Premises.

ARTICLE 18  
NOTICES

18.1 Unless as otherwise provided herein, all notices, demand, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by certified or registered mail, return receipt requested, or by Federal Express, or other nationally recognized overnight courier services, charges prepaid, or by facsimile addressed as follows:

AS TO LANDLORD:

Mr. Gary Kubic  
Beaufort County Administrator  
P.O. Box 1228  
Beaufort, SC 29901-1228  
Facsimile: 843-255-9414

AS TO TENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copy to:

\_\_\_\_\_  
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\_\_\_\_\_



ARTICLE 19  
AMENDMENTS

19.1 This Lease may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement is sought.

ARTICLE 20  
HOLDOVER

20.1 In the event Tenant shall remain in the Demised Premises after the Term has expired or been terminated, Tenant shall be deemed a tenant from month to month and Tenant shall continue to pay rent at as may be agreed to between the parties provided that such month-to-month tenancy may be terminated on thirty (30) days written notice. No holdover by Tenant shall operate to extend this Lease, except as expressly provided.

ARTICLE 21  
RIGHT OF FIRST REFUSAL

21.1 Landlord does hereby grant to Tenant a Right of First Refusal on the Demised Premises for as long as this Lease is in effect. Tenant shall have fifteen (15) days from the date of its receipt of Landlord's notice of an offer to purchase the facility and may agree to purchase the Property under the same terms and conditions offered by the third party to the Landlord. If Tenant fails to deliver written acceptance of the right to purchase as provided herein within the fifteen (15) day period, then Tenant shall be deemed to have waived its rights and Landlord may proceed to sell the property pursuant to the third-party offer.

ARTICLE 22  
EVENTS OF DEFAULT

22.1 The following events shall be deemed events of default by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of any Base Rent or any additional rent herein reserved, or payment with respect to taxes or insurance hereunder, or any other payment or reimbursement to Landlord required herein, within fifteen (15) days after receipt of written notice from Landlord for failure to pay such Rent.

(b) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(c) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act, as amended or under any similar law or statute of the United States of any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

(d) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(e) Tenant shall fail to yield up immediate possession of the Demised premises to Landlord upon termination of this Lease.

(f) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than provisions of subparagraphs (a), (b), (c), (d) and (e) of this Paragraph 22) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

#### ARTICLE 23 REMEDIES

23.1 Upon the occurrence of any event of default as stated in Article 22 hereof, Landlord shall have the option to pursue any remedy at law or in equity, including, but not limited to, termination of this Lease, pursue legal means of entering upon and taking possession of the Demised Premises and evicting Tenant, accelerate and demand payment of all Base Rent, additional rent, and other charges due and payable hereunder over the term of this Lease. Landlord shall, however, have a duty to mitigate its damages and shall make every reasonable effort to relet the Demised Premises.

23.2 Tenant shall reimburse Landlord for any and all losses, fees, costs, expenses (including legal expenses or reasonable attorney's fees), and damages suffered by Landlord by reason of Landlord's reentry, removal and storage of Tenant's property.

23.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed as a waiver of such default or Landlord's right to enforce any such remedies with respect to such default or any subsequent default.

#### ARTICLE 24 EVENT OF DEFAULT BY LANDLORD

24.1 In the event of default by Landlord, Tenant shall have the option to any and all remedies available to it both legal and equitable. Landlord shall be responsible for all costs incurred by Tenant related to Landlord's breach of this Lease and/or Tenant's enforcement of this Lease including but not limited to all costs and attorney's fees.

#### ARTICLE 25 MISCELLANEOUS

25.1 All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or early termination of the Lease, including, without limitation all payment obligations concerning the condition of the Demised Premises. Upon expiration or earlier termination of the term hereof, and prior to Tenant's vacating the Demised Premises, Tenant shall restore the Demised Premises, including, without limitation, all heating and air conditioning systems and equipment therein, to the condition of the commencement date of this Lease, subject to normal wear and tear. In the event Tenant fails to do so, Landlord may complete such

restoration and Tenant shall pay to Landlord upon demand all amounts incurred in the restoration of the Demised Premises. Tenant shall also, upon vacating the Demised Premises, shall pay to Landlord the prorated amount of Tenant's obligations hereunder for real estate taxes and insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

25.2 In the event of a transfer by Landlord of its interests in the Demised Premises, Landlord shall be release from all obligations and liabilities under the terms of this Lease that accrue subsequent to transfer.

25.3 If any clause or provision of this Lease is illegal, invalid, or otherwise unenforceable under present or future laws effective during the term of this Lease, then in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it also is the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease contract a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25.4 Landlord shall not be in default in the performance of its obligations hereunder unless and until Landlord shall have failed to perform such duties or obligations within thirty (30) days after receipt of written notice by Tenant to Landlord and to any mortgagee with a lien on the land or the building in which the Demised Premises are located, provided Tenant has been notified in writing of the name and address of such mortgagee. Notices to Landlord and its mortgagee may be given and cure period may run concurrently. All such notices must specify the specific nature of any failure to perform. Time is of the essence of this Lease.

25.5 Landlord and Tenant shall not be in default in the performance of any of their obligations hereunder unless and until either party shall have failed to perform such duties or obligations within thirty (30) days after written notice. Properly specifying wherein the defaulting party has failed to perform any such duty or obligation.

25.6 This Lease may not be recorded. Upon request and at the expense of Tenant, Landlord shall execute a memorandum of this Lease suitable for recording which shall omit the financial terms herein but which shall indentify the Demised Premises, "The Land" and the term of this Lease and shall contain such other information as required by law to constitute sufficient notice of this Lease. Upon the expiration of this Lease, a recorded memorandum of this Lease may be canceled of record by a document executed by Landlord, or its successors in interest for such purpose.

25.7 The parties agree that any dispute arising out of this agreement will be subject to the jurisdiction of the Court of Common Pleas of the State of South Carolina, County of Beaufort, and all provisions of this agreement will be interpreted in accordance with the laws of the State of South Carolina.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

LANDLORD:

BEAUFORT COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Probate appears on following page]

DRAFT

STATE OF SOUTH CAROLINA

)

)

PROBATE

COUNTY OF BEAUFORT

)

Personally appeared before me \_\_\_\_\_ who being duly sworn, states that s/he, saw the within named \_\_\_\_\_, sign, seal and as his act and deed, execute this written instrument; and that s/he with \_\_\_\_\_ (L.S.) witnessed the execution thereof.

SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_

WITNESS:

SANTA ELENA PROJECT FOUNDATION  
TENANT:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Probate appears on following page]

STATE OF SOUTH CAROLINA

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PROBATE

COUNTY OF BEAUFORT

)

Personally appeared before me \_\_\_\_\_ who being duly sworn, states that s/he, saw the within named \_\_\_\_\_, sign, seal and as his act and deed, execute this written instrument; and that s/he with \_\_\_\_\_ (L.S.) witnessed the execution thereof.

SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_

DRAFT

**Resolution 2015 /**

**A RESOLUTION OF BEAUFORT COUNTY, SOUTH CAROLINA  
DISSOLVING THE SOUTHERN CORRIDOR REVIEW BOARD  
AND THE  
NORTHERN CORRIDOR REVIEW BOARD**

**WHEREAS**, the Beaufort County Council adopted the Beaufort County Comprehensive Plan on January 10, 2011; and

**WHEREAS**, the Beaufort County Planning Commission on May 5, 2014 forwarded a duly written Community Development Code to County Council;

**WHEREAS**, the County Council has determined that the Community Development Code will effectively implement the Beaufort County Comprehensive Plan; and

**WHEREAS**, the Community Development Code was duly adopted December 8, 2014 and effectively replaced the Zoning Ordinance (“ZDSO”); and

**WHEREAS**, the ZDSO and Beaufort County Ordinance 106-231 *et, seq.* created two corridor review boards, the Southern Corridor Review Board and Northern Corridor Review Board, to review all proposed projects and developments situated within their respective jurisdictions; and

**WHEREAS**, the Community Development Code provides for the creation of a Design Review Board which effectively assumes the responsibilities of the aforementioned Review Boards.

**NOW, THEREFORE, BE IT RESOLVED** by Beaufort County Council, duly assembled, that the Southern Corridor Review Board and Northern Corridor Review Board are hereby dissolved.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joshua A. Gruber, Deputy County Administrator  
Special Counsel