

COUNTY COUNCIL OF BEAUFORT COUNTY
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COUNTY ADMINISTRATOR

SARAH W. BROCK
CLERK TO COUNCIL

AGENDA
GOVERNMENTAL COMMITTEE

Monday, June 24, 2019

3:00 p.m.

Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Governmental Committee Members:

Paul Sommerville, Chairman
Mark Lawson, Vice Chairman
Brian Flewelling
Alice Howard
Lawrence McElynn

Staff Support:

Phil Foot, Assistant County Administrator
Public Safety

1. **CALL TO ORDER – 3:00 P.M.**
2. **PLEDGE OF ALLEGIANCE**
3. **INTRODUCTIONS**
4. **APPROVAL OF AGENDA**
5. **CITIZEN COMMENTS** (*Comments regarding agenda items only*)
6. **MAYORS ROUNDTABLE DISCUSSION / Common interest on issues in Beaufort County**
7. **DISCUSSION / Input Session for consideration and discussion of a Loud Vehicle Noise Ordinance**
8. **PRESENTATION / Stop the Bleed** – Karen Morris, EMS Training Officer ([backup](#))
9. **APPROVAL / Mutual Aid Agreement between Beaufort County Detention Center and the Lexington County Detention Center for emergencies** – Phil Foot, Assistant County Administrator Public Safety ([backup](#))
10. **APPROVAL / Lease for Agnes Major Community Center to the Boys and Girls Club of the Lowcountry** - Phil Foot, Assistant County Administrator Public Safety ([backup](#))
11. **CONSIDERATION OF APPOINTMENTS AND REAPPOINTMENTS** ([backup](#))
 - A. Parks and Recreation Board / (2) Appointments
12. **ADJOURNMENT**





BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Stop the Bleed kit - Jacob Kit

Council Committee:

Governmental

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Philip Foot Assistant County Administrator Public Safety and Karen Morris BC EMS

Issues for Consideration:

Update on "Jacob Kits" purchase, installation and training.

Points to Consider:

Governmental Committee authorized the purchase of Jacob Kits for all County facilities.

Funding & Liability Factors:

None

Council Options:

None

Recommendation:

None



JACOB'S Kit



You may have noticed a new addition to your County building - **JACOB's Kit**. It is a small "stop-the-bleed" trauma kit containing a CAT tourniquet, two chest seals, bandages, trauma shears, and medical gloves. Developed by the Burton Fire District and named for Jacob Hall, the kit was made especially for locations such as schools and office buildings if a shooting were to happen.

Beaufort County Council authorized the purchase and installation of these kits in all County buildings. Facility Management staff have been installing them near AED (Automated External Defibrillators) stations, front doors and/or fire extinguishers. The focus of these kits is to allow anyone the ability to provide emergency medical care (**after dialing 911**) to someone losing large amounts of blood.

The County's Public Safety Division will be providing training in the three different ways this summer to interested staff members:

1. [Stop-the-Bleed Kit Overview Slide/Video Presentation](#) - shows how to stop life threatening blood loss. **The presentation contains images which some may find uncomfortable to watch.** If you choose to watch the presentation, be sure to download your certificate and provide a copy to your department head for collection no later than Friday, June 28.
2. Staff in the Emergency Medical Services (EMS) Department and the Broadcast Services Department will develop a training video to show in-depth instructions on using JACOB's Kit.
3. EMS will provide Stop-the-Bleed kit, CPR and AED onsite training to staff. A registration notice will be issued later.

Send questions about JACOB's Kit to EMS Training Officer Karen Morris at kmorris@bcgov.net. If a kit in your building is missing, damaged, or has been used, please send an email to Lidia Delhomme in the Public Safety Division at ldelhomme@bcgov.net. For general questions about the JACOBS's kit, contact Burton Fire Department's Captain Daniel Byrne at byrned@burtonfd.org.



Stop the bleed. Save a life.



In 2016, six-year old **Jacob Hall** was holding an outside school door to help classmates go out for recess in Townville, SC. While holding the door, Jacob was wounded by a bullet to his leg during an active shooting at the school by a teenager. Within a minute, Jacob was unconscious due to blood loss. He passed away three days later. The Jacob Kit was created in his memory to give the training and resources to save a life in such an event.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Mutual Aid Agreement

Council Committee:

Governmental Committee

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Phil Foot, Assistant County Administrator

Issues for Consideration:

Routine mutual aid agreement between the Beaufort County Detention Center and the Lexington County Detention Center during emergencies.

Points to Consider:

In case of an emergency where the Detention Center must evacuate, this mutual aid agreement will facilitate temporary transfer and housing of inmates.

Funding & Liability Factors:

N/A

Council Options:

Seeking approval for the agreement.

Recommendation:

To approve the mutual aid agreement.

**Mutual Aid Agreement
between
Beaufort County
and
Lexington County Sheriff
for the Housing of Inmates and Detainees**

THIS AGREEMENT is made this _____ day of _____, 2019 by and between Beaufort County, State of South Carolina (hereinafter “Beaufort”) and Lexington County Sheriff, State of South Carolina (hereinafter “Lexington”).

WITNESSETH THAT:

WHEREAS, South Carolina Counties are political subdivisions of the State with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the County's functions covered under this agreement; and

WHEREAS, Beaufort County is the legal custodian of the Beaufort County Detention Center; and

WHEREAS, the Lexington County Sheriff is a Constitutional Office pursuant to Article V, Section 24 of the South Carolina Constitution, with duties as prescribed by law, and also the legal custodian of the Lexington County Detention Center; and

WHEREAS, S.C. Code 23-20-10 et seq., provides for contractual agreements between and among state, county, municipal and local law enforcement agencies for the purpose of providing proper and prudent exercise of public safety functions across jurisdictional lines;

WHEREAS, the parties to this agreement desire to enter into an agreement to temporarily house each other's inmates or detainees and provide certain services incidental thereto in the event either facility is unable to accept or house inmates.

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the parties hereto, Beaufort and Lexington do hereby agree as follows:

1. **DEFINED TERMS**

The underlined terms below are defined for use in this agreement:

Authorized Individual - the Beaufort County Administrator or his designee; the Lexington County Sheriff or his Chief Deputy or their designee.

Inmate or Detainee – interchangeable terms used to describe a person accused or convicted of a crime who is in the custody of a party to this agreement.

Requesting Party – a party to this agreement expressing a need or desire to transfer inmate(s) to the other party to be securely housed.

Receiving Party – a party to this agreement that consents to house an inmate or inmates for the Requesting Party.

2. PROCEDURE FOR HOUSING REQUEST

Request. A request for inmate housing shall only be made by an Authorized Individual. Any such request shall include the specific aid needed including the number of inmates to be housed. The Requesting Party shall provide relevant information for any prospective inmate including: gender, age and medical status.

Reply. Acceptance of inmates from a Requesting Party for housing shall not occur without an affirmative reply from an Authorized Individual on behalf of the Receiving Party. The Receiving Party shall retain the right to accept or decline any request under this agreement in whole or in part. Further, a Receiving Party may also impose limitations and stipulations upon a Requesting Party before accepting any inmate or group of inmates including, but not limited to, the provision of officers to supplement the Receiving Party's staff.

Notwithstanding a court order or an affirmative request for custody of an Inmate from a Requesting Party, a Receiving Party agrees to house accepted Inmates for a minimum of ten (10) days. Thereafter, if a Receiving Party desires to return Inmate(s) to the custody of a Requesting Party, it shall provide written notification of its desire and the Requesting Party shall take custody of any such Inmate(s) and remove them from the Receiving Party's detention center within Seventy Two (72) Hours after receipt of said notification.

3. TRANSPORTATION OF INMATES

It is understood and agreed that the Requesting Party shall be responsible for delivering Inmate(s) to the Receiving Party's detention center for housing. After Inmates have been admitted to a Receiving Party's detention center the Requesting Party shall remain primarily responsible for the offsite transportation of their Inmate(s) including, but not limited to, court appearances, medical or other healthcare appointments and transfers to the South Carolina Department of Corrections. Receiving Parties may transport Inmates off site; however, it is the intent of the parties for any such transportation to be infrequent.

If an Inmate is transported to the facility of a medical or other essential service provider by a Receiving Party, the Requesting Party will be responsible for responding to the facility and relieving the Receiving Party personnel. Payment for any resulting charges will be the responsibility of the Requesting Party. Once the Inmate is released from the facility, the Requesting Party will transport the Inmate back to the Receiving Party's detention center.

Receiving Party shall release all Inmates to the custody of the Requesting Party unless otherwise directed by the court; however, notwithstanding the foregoing, if an Inmate is wanted by any other agency (s)he can be released to that agency.

4. COSTS

The Requesting Party hereby agrees to pay the Receiving Party Fifty Two Dollars (\$52.00) per diem for each Inmate's board and lodging. The charges will begin to accrue on the booking/admission date and continue every day thereafter. Per diem will not be charged for the release date; however, if the Inmate is booked and released on the same day, the Requesting Party will be charged for one day. In addition to room and board, the Requesting Party will be responsible to pay the Receiving Party any actual costs incurred from third parties including on-site medical care, prescription drugs and other costs necessary for the health, safety and welfare of

an Inmate. This billing will be invoiced monthly.

5. PERSONNEL AND RECORDS

Except as otherwise agreed among the parties, each party shall maintain control over its personnel. Except as otherwise provided herein, each party shall bear its own costs incurred in the performance of its obligations hereunder and shall keep its own personnel and other ordinary records for its assigned personnel.

Any and all records of law enforcement activities conducted pursuant to this Agreement shall be the property of and maintained by the party conducting the activity, including any incident reports, citations, photographs, or other images captured on any photographic or digital media. Nothing contained herein prohibits or precludes any participating agency from making or maintaining a copy of any such records referenced above.

6. REQUESTS FOR INFORMATION PURSUANT TO THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Each party to this Agreement must respond to requests for information pursuant to the South Carolina Freedom of Information Act.

7. COMPENSATION

This Agreement shall in no manner affect or reduce the compensation, pension, or retirement rights of any employee. Except as otherwise agreed, each party shall bear its own costs and expenses incurred in complying with this Agreement.

8. INSURANCE

Each party shall maintain insurance coverage for general liability, workers' compensation, and other such coverage as may be required by law or deemed advisable by individual parties.

9. EMPLOYMENT STATUS

Nothing herein shall be construed or interpreted to imply that officers or other personnel of a Requesting Party under this Agreement shall be the employees of a Receiving Party and vice versa.

10. MODIFICATION OR AMENDMENT

This Agreement shall not be modified, amended, or changed in any manner except upon express written consent of the parties to this Agreement.

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

11. RESPONSIBILITY TO RESPECTIVE GOVERNING BODIES

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

12. SEVERABILITY

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

13. BINDING SUCCESSORS IN OFFICE

All parties agree that any and all successors in interest to their offices will be bound by the terms of this agreement without necessitating execution of any amendment.

14. NO INDEMNIFICATION OR THIRD PARTY RIGHTS

To the extent provided by law, the parties shall be solely responsible for the acts and omissions of their respective employees, officers, and officials, and for any claims, lawsuits and payment of damages that arise from activities of its officers. No right of indemnification is created by this agreement and the parties expressly disclaim such. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any rights or obligations in favor of any party or entity not a party to this agreement.

15. TERMINATION

This Agreement shall be terminated at any time upon written notice to the other party to this Agreement.

16. TERM AND RENEWAL

This Agreement is effective as to each party at the date and time of signing and will automatically renew each anniversary date, year to year, and term to term unless a party exercises its right to terminate as further described herein.

17. USE OF EQUIPMENT AND FACILITIES

Each party shall be responsible for the maintenance of its own equipment and shall be responsible for the procurement of facilities unless otherwise agreed upon by the parties.

18. GOVERNING LAW

This Agreement shall be governed by the provisions of Title 24 of the S.C. Code of Laws and the Minimum Standards for Local Detention Facilities in South Carolina, as may be applicable.

19. MISCELLANEOUS GENERAL PROVISIONS:

A. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

B. Interpretation

This agreement was entered into on an arm's length basis and in the event it is determined that any provision of this agreement is unclear or ambiguous neither party shall be considered to be the drafter of this document.

C. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person or entity that is not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

D. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

Authorized Individual

Witness

Sheriff Bryan "Jay" Koon
Lexington County Sheriff's Department

Ashley Jacobs
Beaufort County Administrator



COUNTY COUNCIL OF BEAUFORT COUNTY

Assistant County Administrator for Public Safety

Post Office Drawer 1228

Beaufort, South Carolina 29901-1228

Office (843) 255-5171 E-mail philipf@bcgov.net

June 24, 2019

RE: Governmental Committee, Mutual Aid Agreement

Below is a list of the counties the Beaufort County Detention Center currently have mutual aid agreements with:

- Aiken County
- Bamberg County
- Charleston County
- Colleton County
- Dorchester County
- Florence County
- Greenville County
- Hampton County
- Jasper County
- Lexington County
- Orangeburg County
- Richland County

ARTICLE 2. Local Detention Facility **◀Mutual Aid▶** and Assistance Act

SECTION 24-5-200. Short title.

This article may be cited as the "Local Detention Facility **◀Mutual Aid▶** and Assistance Act".

HISTORY: 2010 Act No. 237, § 93, eff June 11, 2010.

SECTION 24-5-210. **◀Mutual aid▶** and assistance agreements between local detention facilities authorized.

(A) For purposes of this article, "local detention facility" means a municipal, county, or multijurisdictional jail, prison camp, or overnight lockup used for the detention of persons charged with or convicted of a felony, misdemeanor, local ordinance, or violation of a court order.

(B) There is a need for the safe and secure housing of inmates, and there may be situations where inmates need to be temporarily housed in other local detention facilities in order to maintain the public peace, safety, and welfare. Therefore, local detention facilities of this State are authorized to enter into **◀mutual aid▶** and assistance agreements with other local detention facilities as may be necessary.

(C) The facility manager, with the approval and consent of the local governing body, may provide this assistance while acting in accordance with the policies, ordinances, and procedures set forth by the governing body of the providing local detention facility. If sufficient resources are not available within the several counties, officials responsible for the requesting local detention facility may seek assistance of the South Carolina Department of Corrections and its resources until the emergency has passed.

HISTORY: 2010 Act No. 237, § 93, eff June 11, 2010.

SECTION 24-5-220. **◀Mutual aid▶** and assistance agreements.

(A) **◀Mutual aid▶** and assistance agreements may include, but are not limited to, the following:

- (1) statement of the services to be provided;
- (2) arrangements for the use of equipment and facilities;
- (3) records to be maintained on behalf of the receiving local detention facility;

(4) authority of the providing facility manager to maintain control over the receiving local detention facility's inmates or other personnel;

(5) terms of financial agreements between the parties;

(6) duration, modification, and termination of the agreement; and

(7) legal contingencies for any lawsuits or the payment of damages that arise from the provided services.

(B) Nothing in this article requires a local detention facility to have a written **mutual aid** and assistance agreement, nor does it preclude **mutual aid** to take place absent a written agreement in the case of an emergency.

HISTORY: 2010 Act No. 237, § 93, eff June 11, 2010.

SECTION 24-5-230. Construction of article.

(A) The provisions of this article shall not conflict with any existing **mutual aid** and assistance agreements or contracts between local detention facilities.

(B) Nothing in this article may be construed to alter, amend, or affect any rights, duties, or responsibilities of law enforcement authorities established by the Constitution or laws of this State, or by ordinance of local governing bodies, except as expressly provided for in this chapter.

HISTORY: 2010 Act No. 237, § 93, eff June 11, 2010.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Lease for Agnes Major Community Center to Boys and Girls Club of the LowCountry

Council Committee:

Governmental

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Philip Foot Assistant County Administrator Public Safety

Issues for Consideration:

None

Points to Consider:

Approval of leasing the Agnes Major Community Center to the Boys and Girls Club of the LowCountry for youth programming.

Funding & Liability Factors:

None

Council Options:

Approve or disapprove

Recommendation:

Staff recommend approval

ORDINANCE 2019 / __

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH BOYS AND GIRLS CLUB OF THE LOWCOUNTRY FOR THE AGNES MAJOR COMMUNITY CENTER.

WHEREAS, Beaufort County is the owner of Parcel Number R700 019 000 0132 0000 with a street address of 21 Agnes Major Road, Beaufort, SC 29901; and generally known as the Agnes Major Community Center (the “Center”); and

WHEREAS, Beaufort County operates the Center through the Beaufort County Parks and Recreation Services Department, and

WHEREAS, Boys and Girls Club of the LowCountry (the “Club”), a duly authorized South Carolina non-profit youth organization that provides youth programs for the community; and

WHEREAS, the Club desires to lease the Agnes Major Community Center for purposes of establishing youth programs in the community; and

WHEREAS, the County Administrator has negotiated a lease with the Club for the use of the agreed upon portions of the Center; and

WHEREAS, in accordance with Beaufort County Code of Ordinances Section 2-514, it is necessary for County Council to provide prior approval to the County Administrator to lease property owned by the County; and

WHEREAS, Beaufort County Council finds it is in the best interests of the community and Beaufort County to lease the Property to Boys and Girls Club of the LowCountry.

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 Boys and Girls Club of the LowCountry for use of the Agnes Major Community Center Building.

Adopted this ____ day of ____, 2019.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Stu Rodman, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

First Reading:

Second Reading:

Public Hearing:

Third and Final Reading:

COUNTY OF BEAUFORT)
)
STATE OF SOUTH CAROLINA)

LEASE AGREEMENT

IN CONSIDERATION of the mutual promises, obligations and agreements herein set forth, this Lease Agreement (referred to as the "Lease") is made and entered into on this ____ day of _____, 2019, between **Beaufort County**, a political subdivision of the State of South Carolina, hereinafter referred to as "Landlord" and having a mailing address of County of Beaufort, Attention Beaufort County Staff Attorney, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Boys and Girls of the LowCountry, Inc** a mailing address of **17B Marshellen Drive, Beaufort, SC** with, hereinafter referred to as "Tenant".

1. DESCRIPTION OF LEASED PREMISES. Whereas Landlord leases to Tenant the following described premises (the "Premises"):

All that certain, piece, parcel or tracts of land, with improvements known as Agnes Major Activity Center, located in the Sheldon Township, County of Beaufort, State of South Carolina consisting of all that certain piece, parcel or tract of land, situate, lying and containing 4.16 acres, as shown on that certain plat prepared for the Heirs of B. Douglas Gatch by Rod C. Spann, R.L.S., dated May 2, 1978 and recorded in the Office of the Clerk of Court for Beaufort County, South Carolina in Plat Book 25 at Page 133; and the one story building of approximately sixteen hundred thirty-two (1632) square feet, more or less, and property improvements consisting of playground equipment, all of which has a street address of 21 Agnes Major Road, Beaufort, South Carolina.

DMP: R700 019 000 0132 0000

2. TERM. The initial term of this Lease shall covered a period of twelve (12) months, commencing on the 1st day of _____, 2019, and terminating on the last day of _____ 2020, unless terminated sooner pursuant to the provisions of this Lease (the "Lease Term").

Upon the written approval of both the Landlord and Tenant the initial Lease Term may be extended for three (3) additional twelve (12) month periods thereby extending the possible termination date until _____, 2024.

3. RENT. Tenant agrees to pay, without demand, to Landlord as rent for the demised premises, the sum of ONE AND NO/100 DOLLARS (\$1.00) per month, in exchange for considerations and obligations as outlined heretofore.

4. HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with this facility during the Lease Term.

5. COMPLIANCE WITH LAWS. Tenant shall not make or permit any use of the Premises which will be unlawful, improper, or contrary to any applicable law or ordinance, including

without limitation all zoning, building, or sanitary statutes, codes, rules, regulations or ordinances, or which will make voidable or increase the cost of any insurance maintained on the Premises by Landlord.

6. CONDITION OF THE LEASED PREMISES. Tenant is fully familiar with the physical condition of the Premises. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

Tenant stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition.

7. USE OF PREMISES. The demised Premises shall be used and occupied by Tenant exclusively as a Boys and Girls Club recreational facility and neither the Premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a Boys and Girls Club recreational facility. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised Premises, during the Lease Term.

8. HOURS OF OPERATION. Tenant shall be allowed the use of the demised Premises during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday for the term of this Lease. The general public, through the Beaufort County Parks and Recreation Services Program, shall have access and use of the facility for all other times not identified above, and for such other times that the Boys and Girls Club may not be in session.

9. TENANTS OBLIGATIONS. Tenant agrees and shall maintain the Premises as follows: (1) comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the premises reasonably safe and clean; (3) dispose from the Premises all ashes, garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) keep all plumbing fixtures in the facility or used by the Tenant reasonably clean and in working order; (5) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises and to keep said systems in good working order; (6) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person to do so who is on the premises with the tenant's permission or who is allowed access to the premises by the Tenant; (7) conduct himself and require other persons on the premises with the Tenant's permission or who are allowed access to the Premises by the Tenant to conduct themselves in a manner that will not disturb other tenant's or neighboring property owner's peaceful enjoyment of their premises; (8) dispel or cause to have dispelled from the Premises any individual(s) that do not have the express authorization or permission to occupy said Premises either from the Tenant or the Landlord; and (9) comply with this Agreement and any rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75. In addition to the obligations stated above, Tenant shall also be responsible for any and all janitorial services

that may be necessary during those dates and times that Tenant shall enjoy possession and use of the Premises.

10. QUIET ENJOYMENT / PERMITTED OCCUPANTS. Landlord covenants that upon Tenant's performance of the covenants and obligations herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised Premises for the agreed term. Tenant shall not allow or permit the Premises to be occupied for purposes that may injure the reputation, safety, or welfare of the property. Landlord shall have the right to terminate this Lease should Tenant fail to comply with the terms of this provision.

11. MAINTENANCE AND REPAIRS. Tenant will, at his sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the Lease Term and any renewal thereof. Subject to applicable law, the Tenant shall keep and maintain the Premises and all equipment and fixtures thereon or used therewith, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the Lease Term or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. Examples of maintenance for equipment and fixtures which shall be the responsibility of the Tenant include, but are not limited to, light bulbs, floor mats, and other items that would be considered minor in nature. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such events, Landlord may (but not shall be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable costs of such repairs in full, and upon demand. It shall be the responsibility of the Landlord to repair and/or replace the structural components of the building, its plumbing, HVAC systems, pest control, electrical systems, and any and all other structural aspects of the facility that are not specifically identified as being the responsibility of the Tenant. Landlord shall have the sole authority on any decision to repair or replace such items. If, in the opinion of the Landlord, such repair or replacement is due to the negligence of the Tenant, or if damage falls outside the scope of the normal wear and tear exception identified in paragraph 11, Tenant shall be responsible for the costs of such repairs and/or replacements.

12. ALTERATIONS AND IMPROVEMENTS. Tenant shall have the option and the right, at its expense, to improve the décor and appearance of the exterior or interior of the facility on the Premises, but shall not construct any other structures on the Premises. Any work done by the Tenant shall be done in accordance with all applicable laws and regulations, with a proper permit, using first class materials and in a workmanlike manner. Any and all improvements must be approved by the Landlord prior to the commencement of said alteration or improvement.

The improvements and or fixtures caused to be located or affixed to the real estate shall become the property of the Landlord at the end of the Lease Term unless Tenant has sought the prior consent of the Landlord to remove such items. In the event that Tenant is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Tenant. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Tenant agrees to repair any damage to the satisfaction of the Landlord.

13. LOCKS. Tenant agrees not to change any locks on any door, mailbox gate, or otherwise without first obtaining the Landlord's written consent. Having obtained written consent, Tenant

agrees to pay for changing the locks and to provide Landlord with one duplicate per lock within 24 hours of same. Should it become necessary, from time to time, for the Landlord to change out any locks on the Premises, Landlord will likewise provide notice to Tenant and ensure that Tenant continues to have uninterrupted access for the remainder of the Lease Term.

14. LOCKOUT. If Tenant becomes locked out of the Premises, Tenant shall be solely responsible to secure a private locksmith to regain entry at Tenant's sole expense.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease, or sublet or grant any concession of license to use the Premises or any part thereof. A consent by Landlord to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord or an assignment or subletting by operation of law, shall be void and shall at Landlord's option, terminate this Agreement.

16. RIGHT OF INSPECTION. Landlord and his or her agents shall have the unfettered right at all reasonable times during the Lease Term and any renewal thereof to enter the demised Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the single family residence located on the Premises. No notice will be required in emergent situations or for access or entry upon the Premises.

17. INSURANCE. Landlord has obtained insurance to cover fire damage to the building itself and liability insurance which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a renter's insurance policy, in an amount of no less than \$1,000,000 in general tort liability, or other appropriate policy to cover damage or loss resulting from Lessee's negligence.

18. INDEMNIFICATION. Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims or property damage, or personal injury, arising out of or with respect to Tenant's use of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises.

19. HOLDOVER BY TENANT. Should Tenant remain in possession of the Premises with the consent of Landlord after the natural expiration of this lease, a new month-to-month tenancy shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminated on thirty (30) days' written notice served by either Landlord or Tenant on the other party.

20. NOTICE OF INTENT TO VACATE. *[This paragraph applies only when this Agreement is or has become a month-to-month Agreement.]* Landlord shall advise Tenant of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

21. SURRENDER OF PREMISES. At the expiration of the Lease Term, Tenant shall quit and surrender the Premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof excepted.

22. DEFAULT. In the event that Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, Landlord may elect to enter upon said Premises and to take possession thereupon, whereupon this Lease shall absolutely terminate and it shall be no defense to Tenant that previous violations of any covenants have been waived by Landlord either expressly or impliedly. Any such election by Landlord shall not discharge Tenant's obligations under this Lease and Tenant shall indemnify Landlord against all loss or damages suffered by reason of such termination.

23. ABANDONMENT. If Landlord's right of entry is exercised following abandonment of the Premises by Tenant, then Landlord may consider any personal property belonging to Tenant left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

24. TERMINATION. Tenant agrees to quit and deliver up the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. This Lease may be terminated prior to the date identified in section 2 above, upon thirty (30) days notice from Landlord to Tenant or upon the occurrence of any default event as set forth in Paragraph 22.

25. BINDING EFFECT. This Lease is to be construed as a South Carolina lease; is to take effect as a sealed instrument; sets forth the entire agreement between the Parties; is binding upon and inured to the benefit of the Parties hereto and may be cancelled, modified, or amended only by written instrument signed by both Landlord and Tenant.

26. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

27. NOTICES. All notices hereunder by Landlord to Tenant shall be given in hand or in writing through certified mail addressed to Tenant at the Premises, or to such other address as Tenant may from time to time give to Landlord for this purposes; and all notices by Tenant to Landlord shall be given in hand or by registered or certified mail addressed to Landlord's address shown in the initial paragraph of this Lease, or to such other address as Landlord may from time to time give in writing to Tenant for this purpose. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service.

IN WITNESS THEREOF, the Parties hereto have executed this Lease Agreement the day and year first above written.

LANDLORD:

Beaufort County

Witness

By: _____
Ashley M. Jacobs, County Administrator

Witness

TENANT:

Boys and Girls Club of the LowCountry

Witness

By: _____
Name: _____
Its: _____

Witness

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.



BEAUFORT COUNTY COUNCIL

Agenda Item Summary

Item Title:

Appointment and Consideration of Parks Board Members

Council Committee:

Governmental Committee

Meeting Date:

June 24, 2019

Committee Presenter (Name and Title):

Philip Foot (Assistant County Administrator)

Issues for Consideration:

The Parks and Recreation Board currently has two vacancies.

Points to Consider:

We will like to consider William McCullough and Philip Kiser to be members of the Parks and Recreation Board.

Funding & Liability Factors:

N/A

Council Options:

To decide whether or not to appoint Mr. McCullough and Mr. Kiser to the Parks Board.

Recommendation:

We recommend them to this position.



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees

Received
4/10/19



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to give Council basic information about each volunteer.

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- ☐ Accommodations Tax (2% State)
- ☐ Airports
- ☐ Alcohol and Drug Abuse
- ☐ Beaufort-Jasper Economic Opportunity
- ☐ Beaufort-Jasper Water and Sewer
- ☐ Beaufort Memorial Hospital
- ☐ Bluffton Township Fire
- ☐ Burton Fire
- ☐ Coastal Zone Management Appellate Panel
- ☐ Construction Adjustments and Appeals
- ☐ County Transportation
- ☐ Daufuskie Island Fire
- ☐ Disabilities and Special Needs
- ☐ Design Review
- ☐ Economic Development Corporation
- ☐ Forestry
- ☐ Historic Preservation Review
- ☐ Keep Beaufort County Beautiful
- ☐ Lady's Island / St. Helena Island Fire
- ☐ Library
- ☐ Lowcountry Council of Governments
- ☐ Lowcountry Regional Transportation Authority
- ☒ Parks and Leisure Services
- ☐ Planning *
- ☐ Rural and Critical Lands Preservation
- ☐ Sheldon Fire
- ☐ Social Services
- ☐ Solid Waste and Recycling
- ☐ Southern Beaufort County Corridor Beautification
- ☐ Stormwater Management Utility
- ☐ Tax Equalization
- ☐ Zoning

DATE: 4/9/19 NAME: PHILIP J KISER
VOTER REGISTRATION NUMBER: 470266828 OCCUPATION: RETIRED
TELEPHONE: (Home) 843-842-6615 (Office) — EMAIL: PHILKISER9947@GMAIL.COM
HOME ADDRESS: 37 GROVEVIEW AVENUE STATE: SC ZIP CODE: 29910
MAILING ADDRESS: SAME STATE: — ZIP CODE: —
COUNTY COUNCIL DISTRICT: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☒ 8 ☐ 9 ☐ 10 ☐ 11
ETHNICITY: ☒ Caucasian ☐ African American ☐ Other
Are you presently serving on a Board, Agency, Commission, Authority or Committee? ☐ Yes ☒ No
If "yes", when does term expire? —
If recommended by a Council Member, indicate name: —

Once completed, please return this form and a brief resume' to the Clerk to Council: You may mail it to Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901, email it to boardsandcommissions@bcgov.net, or fax it to 843-255-9401. Applications without a brief resume' cannot be considered. Applications will be held three (3) years for consideration. All information contained on this application is subject to public disclosure.

YOU MUST BE A BEAUFORT COUNTY REGISTERED VOTER TO APPLY
YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

***Anyone submitting an application for the Planning Commission must fill out the additional questionnaire on page 2.**

Submit by Email

Applicant's Signature: Philip J Kiser Date: 4/9/19

Background Information

For

Phil Kiser

Personal

Born in Youngstown, Ohio – 9/9/1947

Graduated High School – Lehman High School – Canton, OH-1966

Graduated College – Grove City College – Grove City, PA -1970

Graduated Graduate School – The Ohio State University-Columbus, OH-1985

Wife – Robyn (also a Kiwanian) – Married 1/24/1970

One Son – Pete – born 2/7/76

One Daughter – Beth – born 2/9/79

One Grandson – Austin – born 11/15/2000

Current home – 37 Groveview Avenue, Bluffton, SC 29910

Professional

Youth/Physical Director – South Side YMCA – Columbus, OH 6/15/1970 to 4/30/1971

Parks & Recreation Director – City of Reynoldsburg, OH 5/1/1970 to 3/1/2002 – Retired

Certified Recreation and Parks Professional – National Recreation and Parks Association

Athletic Director – Waggoner Road Junior High School- Reynoldsburg, OH 8/1/2007 to 6/15/2010

Assistant to Athletic Director – Bluffton High School – Bluffton, SC 11/15/2014 to present

Hobbies

Athletic Officiating – High School and College (Division III) for 42 years – Football, Basketball, Baseball and Fast Pitch Softball

Ordained Elder – Presbyterian Church of United States of America – Brookwood Presbyterian, Parkview Presbyterian and Low Country Presbyterian

Page Two

Master Mason – Masonic Blue Lodge-Raised 3/15/1980-Reynoldsburg, OH Lodge 340

Member Ohio High School Athletic Association Officials Hall of Fame – 7/23/2005

Member Reynoldsburg High School Athletic Wall of Fame – 8/20/1995

Member The Ohio State University Alumni Association – 6/15/1985

Kiwanis Experience

Joined Southern Kiwanis Club (later German Village Club) – Columbus, OH – 1970-2007

Club President of German Village Kiwanis Club – Columbus, OH – 1973-74

Club Secretary of German Village Kiwanis Club – Columbus, OH – 1980 to 2007

Lt. Governor – Division 10S – Ohio District – 1979-80

District Membership Chair – Ohio District – 1980-81 & 1981-82

Member Reynoldsburg Kiwanis Club – Reynoldsburg, OH – 2007-2013

Club Secretary of Reynoldsburg Kiwanis Club – Reynoldsburg, OH 2008-2013

Member Hilton Head-Palmetto Kiwanis Club – Hilton Head Island, SC 2012 to present

Club President Hilton Head-Palmetto Kiwanis Club – Hilton Head Island, SC 2013-15

Lt. Governor – Division 21 – Carolinas District – 3/15/2015 to present

Gadson, Princess

From: Weitz, Kristina
Sent: Wednesday, April 10, 2019 4:25 PM
To: Gadson, Princess
Subject: RE: Voter Registration & Council District

His is perfect!

From: Gadson, Princess <pgadson@bcgov.net>
Sent: Wednesday, April 10, 2019 16:20
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: RE: Voter Registration & Council District

I have one more application that just came in.

Could you also verify the VR# and council district for this gentleman as well?

Philip J. Kiser
37 Groveview Avenue
Bluffton, SC 29910

VR# 470266828
Council District - 9

Princess B. Gadson
Senior Administrative Assistant
Beaufort County Council
843.255.2182

Beaufort County Government Robert Smalls Complex
100 Ribaut Road | PO Drawer 1228 | Beaufort, SC 29902



From: Weitz, Kristina <kweitz@bcgov.net>
Sent: Wednesday, April 10, 2019 3:03 PM
To: Gadson, Princess <pgadson@bcgov.net>
Subject: RE: Voter Registration & Council District

Everything is perfect except his voter registration number starts with 07.

Respectfully,

Kristina Weitz
Voter Registration and Elections Coordinator
Board of Voter Registration and Elections of Beaufort County
15 John Galt Road – Post Office Drawer 1228



COUNTY COUNCIL OF BEAUFORT COUNTY
County Boards, Agencies, Commissions, Authorities and Committees



County Council of Beaufort County selects citizens for service on Council appointed Boards, Agencies, Commissions, Authorities and Committees from a roster of individuals who have either volunteered or have been recommended for appointment. The Clerk to Council uses this form to keep an up-to-date roster of volunteers and to give Council basic information about each volunteer.

Rec 4-20-2017

Top Three Priorities: Please indicate by placing a "1", "2", or "3" alongside your choices.

BOARDS AND COMMISSIONS

- ☐ Accommodations Tax (2% State)
- ☐ Airports
- ☐ Alcohol and Drug Abuse
- ☒ 3 Beaufort-Jasper Economic Opportunity
- ☐ Beaufort-Jasper Water and Sewer
- ☐ Beaufort Memorial Hospital
- ☐ Bluffton Township Fire
- ☐ Board of Assessment Appeals
- ☐ Burton Fire
- ☐ Coastal Zone Management Appellate Panel
- ☐ Construction Adjustments and Appeals
- ☐ County Transportation
- ☐ Daufuskie Island Fire
- ☐ Disabilities and Special Needs
- ☐ Design Review
- ☒ 2 Economic Development Corporation
- ☐ Forestry
- ☐ Historic Preservation Review
- ☐ Lady's Island / St. Helena Island Fire
- ☐ Library
- ☐ Lowcountry Council of Governments
- ☐ Lowcountry Regional Transportation Authority
- ☒ 1 Parks and Leisure Services
- ☐ Planning *
- ☐ Rural and Critical Lands Preservation
- ☐ Sheldon Fire
- ☐ Social Services
- ☐ Solid Waste and Recycling
- ☐ Southern Beaufort County Corridor Beautification
- ☐ Stormwater Management Utility
- ☐ Zoning

DATE: 04/20/2017 NAME: Will McCullough

VOTER REGISTRATION NUMBER: 074448391 OCCUPATION: Real Estate Broker/Business Owner

TELEPHONE: (Home) (843) 441-8286 (Office) (843) 441-8286 EMAIL: Will@EquitySafeRealty.com

HOME ADDRESS: 18 Rivers Ct, Beaufort STATE: SC ZIP CODE: 29907

MAILING ADDRESS: 18 Rivers Ct, Beaufort STATE: SC ZIP CODE: 29907

COUNTY COUNCIL DISTRICT: ☒ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ 11

ETHNICITY: ☒ Caucasian ☐ African American ☐ Other

Are you presently serving on a Board, Agency, Commission, Authority or Committee? ☒ Yes ☐ No

If "yes", when does term expire? 6/30/18 - Not a conflict

If recommended by a Council Member, indicate name: Paul Sommerville

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YOU MUST ATTACH YOUR RESUME' WITH THIS APPLICATION TO BE CONSIDERED
An incomplete application will be returned

*Anyone submitting an application for the Planning Commission must fill out the additional questionnaire on page 2.

Applicant's Signature: Date: 4/20/17

William L McCullough

Will@EquitySafeRealty.com

1-843-441-8286

18 Rivers Ct, Beaufort SC, 29907

Objective:

To serve my local community via the Parks and Leisure Services board

Education:

Cranberry High School, Cranberry Pa, Class of 1988

USMC: Combat Engineer, Drill Instructor, Close Combat Instructor: 1988-1997

Various SC LLR real estate related courses : 2002 – present

Experience:

RE Crowther Construction, Laborer: 1986-1988

USMC: Engineer, Close Combat Instructor, Demolitions Instructor, Senior Drill Instructor: 1988-1997

McCullough Submission Fighting, LLC (now "Beaufort MMA"), Owner: 1996-2003

Titan Investments LLC, Co-Owner: 1999-2003

Ballenger Realty, Realtor: 2003-2006

ReMax Realty, Realtor: 2006-2009

Lowcountry Real Estate, Associate Broker: 2009-2015

McCullough Developmet, Inc, President: 2003-Present

EquitySafe Realty, LLC, Owner/Broker in Charge: 2016-Present

South Carolina State Athletic Commission, Dept of LLR, Chairman: 2014-Present

Family:

Wife: Deena J McCullough, Co-Owner - EquitySafe Realty, LLC

Daughter: Keara F McCullough, age 18 -Senior at Beaufort High School, attending USC in the fall

Son: Cooper R McCullough, age 11 – 5th Grader at Bridges Preparatory School and all around great kiddo

Bennett, Ashley

From: Weitz, Kristina
Sent: Thursday, April 20, 2017 1:17 PM
To: Bennett, Ashley
Subject: RE: application & short resume attached

*All of his information is correct **except** he is in County Council District 2.*

Have a good day!

Kris

From: Bennett, Ashley
Sent: April 20, 2017 13:03
To: Weitz, Kristina
Subject: FW: application & short resume attached

Please confirm the VR# and County Council District for the attached application. Thanks

Thank You,
Ashley Bennett

From: Will McCullough [<mailto:Will@equitysaferealty.com>]
Sent: Thursday, April 20, 2017 11:10 AM
To: boardsandcommissions <boardsandcommissions@bcgov.net>
Subject: application & short resume attached

To whom it may concern,

Attached for consideration please find a 2 page copy of my completed board/commission application and short resume.

If you would, please confirm receipt, thank you, have a great day!

Will McCullough
Owner/Broker in Charge - EquitySafe Realty, LLC
Chairman - SC State Athletic Commission, Dept of LLR

Mobile: 1-843-441-8286
Office: 1-843-YOU-LIST
We cut costs, not corners.™



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Bennett, Ashley

From: Bennett, Ashley
Sent: Thursday, April 20, 2017 3:12 PM
To: #COUNCIL
Cc: Will McCullough
Subject: Application / Boards and Commissions
Attachments: mccullough.will.pdf

Good afternoon,

Mr. McCullough has submitted an application to serve as a member of one of the following Boards/Commissions: Parks and Leisure Services Board, Economic Development Corporation, or Beaufort-Jasper Economic Opportunity Authority. His application is attached.

Thank You,
Ashley



Ashley Bennett

Clerk to Council
COUNTY COUNCIL

(843) 255-2183 Work
abennett@bcgov.net

P.O. Drawer 1228
Beaufort, SC 29901