



COUNTY COUNCIL OF BEAUFORT COUNTY
Beaufort County Community Development Department

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The regular meeting of the Beaufort County Planning Commission (hereinafter "Commission") was held on Thursday, September 6, 2018, in the Beaufort County Executive Conference Room 170 at 100 Ribaut Road, Beaufort, South Carolina.

Members Present:

Mr. Robert Semmler, Chairman
Dr. Caroline Fermin
Ms. Cecily McMillan

Mr. Randolph Stewart/Vice-Chairman
Mr. Kevin Hennelly
Mr. Ed Pappas

Ms. Diane Chmelik
Mr. Jason Hinchler

Member Absent: Mr. Harold Mitchell

Staff Present:

Mr. Eric Greenway, Community Development Director
Mr. Robert Merchant, Assistant Community Development Director
Mr. Christopher Inglese, Assistant Staff Attorney
Ms. Heather Spade, Administrative Specialist, Community Development
Mr. Curtis Coltrane, Legal Counsel for the Planning Commission

CALL TO ORDER: Chairman Robert Semmler called the meeting to order at approximately 6:01 p.m.

PLEDGE OF ALLEGIANCE: Mr. Semmler led those assembled in the Executive Conference Room with the pledge of allegiance to the flag of the United States of America.

Mr. Semmler commented on the change of the meeting location from the Council Chambers to the Executive Conference Room.

REVIEW OF MEETING MINUTES: The Commissioners reviewed the July 2, 2018, minutes. **Motion:** Mr. Jason Hinchler made a motion, and Mr. Kevin Hennelly seconded the motion, **to accept the minutes as written.** The motion **carried (8-0-1--FOR: Chmelik, Fermin, Hennelly, Hinchler, McMillan, Pappas, Semmler, and Stewart; AGAINST: None; ABSENT: Mitchell).**

CHAIRMAN'S REPORT: Mr. Semmler noted the Atlanta Braves current record and believed they would rally once they returned to Atlanta from their away games.

PUBLIC COMMENT on non-agenda items: None were received.

ADMINISTRATIVE APPEAL OF THE STAFF REVIEW TEAM (SRT) APPROVAL OF THE UNDEVELOPED, UNSUBDIVIDED PORTION OF BEST BUY COMMERCIAL CENTER AT 1031, 1033, 1037, AND 1039 FORDING ISLAND ROAD, R600-032-000-0455-0000 (KNOWN AS OSPREY COVE APARTMENTS) FINAL (RECONSIDERATION); APPELLANTS: THE CRESCENT PROPERTY OWNERS ASSOCIATION, INC, ET. AL.

Mr. Robert Semmler noted that the Commission had heard this appeal and remanded it to the SRT for action. The Appellants have again appealed the SRT's action for the Planning Commission's final reconsideration.

Presentation by the Appellant for the specific basis of the Appeal:

Mr. Chester Williams noted that he and Mr. Doug McNeal were counsel for Crescent Property Owners Association (POA) and several owners who have filed this second appeal regarding the proposed development of the Osprey Cove Apartments on the Best Buy commercial shopping center tract. We originally thought that the Commission would remand the first appeal and it would come back to the Commission. The Commission's decision on July 2nd on the first appeal ended that appeal. This is a whole new appeal. My application contains

all the information from the original appeal to get that all in the record. Likely this will end up at Circuit Court and it's important that we have our case built up. With the exception of Dr. Fermin, the rest of the Commission heard the first appeal. I'm looking for a little direction here as to how to proceed.

Mr. Semmler noted, and Dr. Caroline Fermin concurred, that Dr. Fermin has read all the minutes and she stated she was comfortable hearing this appeal.

Mr. Williams said he had reviewed the video of the Commission's July 2nd meeting where the motion was unanimously approved that was made by Vice-Chairman Stewart, seconded by Commissioner Hinchey, and Mr. Stewart said, I respectfully move to grant the appeal of the Crescent Property Owners Association as follows: There's no evidence of compliance with South Carolina Code 6.21.1145 and Community Development Code (CDC) 1.1.40, and so this matter is remanded to the SRT for the purpose of considering the easement agreement and whether or not there has been compliance with the State Code and the CDC. Mr. Williams noted that CDC reference was misstated and should be 1.4.40, which is the section he is dealing with in this appeal. He took the Planning Commission's decision to mean that the appeal was granted, it was remanded back to the SRT to determine its effect on the proposed application, and that the Planning Commission said that the 2005 easement agreement with its consent to improvements was in fact a restrictive covenant. The SRT met on July 11th and we realized that the SRT's understanding of the Planning Commission's decision wasn't the same as ours. In the memorandum to the Planning Commission on this appeal, Mr. Greenway stated the SRT decided "that the easement agreement was not a restrictive covenant nor was there any conflict with both the State statute and the County CDC." The SRT Action Form from July 11th, 2018, meeting says that the SRT made no determination on the 2005 easement agreement stating, "In order to determine whether or not an easement agreement is to be viewed as restrictive covenants, it shall be determined by the court." We thought that that argument had been settled by the Planning Commission. Further, the audio recording of the July 11th SRT meeting has Mr. Greenway saying, "We're just saying that the easement agreement doesn't go to the level of establishing a restrictive covenant on this property that would kick in (State Law) 6.29.1145." On that recording Ms. Hillary Austin says, "So the motion is we're not considering this (easement agreement) to be covenants and restrictions and the project is still approved subject to conditions listed for the last approval." After that SRT decision, this second appeal was filed. With our understanding that the Planning Commission intended with its July 2nd decision that it was a restrictive covenant and the Commission sent it back to the SRT for them to deal with it as a restrictive covenant, but we believe that the SRT either didn't understand or ignored the Commission's instructions. We believe the document clearly includes restrictive covenants, we agree with the Commission's July 2nd decision; and we suggest that the Commission either overturn the SRT's decision or send it back to the SRT again with clearer instructions. Somebody's got to deal with what the effect of the restrictive covenants and the easement agreement are on the permitted activity. The easement agreement sets out a clear procedure to be followed if the owner of the property wants to change the plans that are described in the easement agreement, which hasn't occurred. We don't think that the proposed Osprey Cove Apartment development can go forward until that issue is resolved. A restrictive covenant is any agreement by which a property owner subjects his property to restrictions other than the free unfettered use of the property. Mr. Williams noted that all sorts of documents can contain restrictive covenants; however, he noted that Mr. Greenway at the last appeal hearing stated that an easement agreement is not a restrictive covenant. Mr. Williams included in this appeal application a 2004 Court of Appeals case of West vs. Blueberry Electric Cooperative where the Court agreed that an easement was a covenant running with the land. He noted the two different types of restrictive covenants in his agreement--one for height limitations, buffers, and such; and the second as conditional restrictive covenants where if they want to change what they originally proposed, then they have to get the approval of the Association. They (Stafford) have not done that and we say that they can't change what was originally proposed in the easement agreement which is office buildings, commercial development for that property. He noted the difference of the effect on the neighboring property owners of the Association between developing this property from office use which is day time use, two-story buildings, as opposed to multi-story apartment use, 24-7 occupancy. All we want them to do is follow the process that's set out in the easement agreement.

Discussion by Commissioners included clarification on the intent of the July 2nd motion for the parties to discuss their positions and hopefully come to an agreement, clarification on the subdivision issue where no development is allowed until the property is subdivided, clarification that interaction between the developer and the Crescent POA has occurred but no resolution has occurred,

Presentation by County Government on the general nature of the case:

Mr. Eric Greenway appreciated the clarification of the Commission's July 2nd motion. He noted that the SRT did consider the motion, the State law, and the CDC. After a lengthy discussion the SRT was advised that this is not an issue that the SRT can decide on. Please focus on the following: is it clear that the staff erred in their interpretation of the CDC in giving conditional final plat approval to this development plan. If it's not clear, if there's any question about it, the Commission must find in favor of the staff, based on the wording of the CDC. We're not here to talk about the process that was followed in the easement document between the neighborhood and the land owner/developer—what one developer did to the Crescent neighborhood, what Crescent neighborhood did to the developer. Staff is not a party to that. It's a private matter and it needs to be worked out externally from SRT. SRT is a technical review body that reviews plans. SRT found a couple of issues regarding the subdivision, made the decision based on that information presented, and conditionally approved the plan with the subdivision being one of the issues that needs to be resolved. SRT is not in control of plats getting recorded and Assessor's splits. Glitches happen in every jurisdiction, all you can do is manage the process when something happens inappropriately. As Community Development Director, I decide based on the Code when an application is complete. The applicant (Stafford) checked the box on the application that there are no covenants and restrictions applicable to this particular piece of property under conceptual review. Is it necessary for them to check that same box again when they turn in another piece of paper for final review for the same plan, for the same development? We're not required under State law to look for covenants and restrictions; and we don't even feel that an easement agreement, in this particular case, invokes the State law that says if covenants and restrictions exist as a document. I keep saying that this issue needs to be addressed through another venue than the SRT or the Planning Commission. The CDC gives me the ability to determine when an application is complete. Regarding the subdivision of the property, we're not in control of plats being recorded or properties being split—it's through responsibility of the Assessor's office. I don't think that's an unreasonable practice to say, "Hey you've got this issue, before you get a permit you got to correct it." Regarding the easement agreement issue, there are processes; but it's not on staff to determine what that means. The State law says if we're presented with covenants and restrictions, we have to hold up the project. We have not been presented with the document that is a set of covenants and restrictions that applies to the Osprey Cove development plan. Staff made no error in our interpretation of the CDC. That's something that needs to be figured out somewhere else. I believe the evidence is not clear that staff made an error, so I believe we made the correct decision. I hope the Commission agrees. And I'll answer any questions you all may have for me at this point.

Discussion by the Commission included clarification on the appropriate legal channels who should interpret the easement agreement, clarification on recording such easements on site plans and deeds and whether covenants and restrictions are included to invoke State law, clarification of the temporary easement to access the Oyster Cove pump site from the Crescent property, whether a title search occurred, clarification on staff review of final vs. conceptual applications regarding the covenants and restrictions box being checked and being considered complete, clarification on the development application process, clarification on when SRT was notified of the easement agreement, clarification that the County Attorney's interpretation is that the CDC cannot take precedence over any restrictive covenants between private entities, and clarification on whether the easement agreement was a restrictive covenant.

Presentation by the land owner for the specific basis of the Appeal:

Mr. Walter Nestor of McNair Law Firm representing Stafford Bluffton Limited Liability Company stated he did not submit a response to the second appeal because his response to the first appeal addressed all of the concerns. In response to Mr. Williams' comment that his client just wants the process filed, it's a legal interpretation to the easement document that the Planning Commission is not tasked to make. The subdivision matter is also a legal

interpretation; but my interpretation differs from Mr. Williams'. Mr. Nestor stated that a great majority of the large parcel was intended for a condominium regime; a small portion of the property was for future phased use for stormwater facilities, drainage ponds, and wetlands will be dedicated to the condominium regime for maintenance purposes. There were inter-company transfers of the property and he does not believe the Planning Commission should be involved, despite Mr. Williams' interpretation of illegal subdivisions occurring. Subdivision rules will be adhered to prior to development of the property. Mr. Nestor believes Mr. Williams is simply trying to confuse the situation that the Planning Commission is not responsible to determine such legal determinations. Mr. Williams wants Stafford to follow the process in the agreement. There have been meetings involving all parties at Mr. Nestor's office prior to the first appeal. Mr. Nestor believes Mr. Williams would like Stafford to submit a development plan to the County for office buildings and when the County denies the application, then Stafford can move forward with apartment buildings. Mr. Nestor's attempts to resolve the situation outside of litigation have been fruitless. Mr. Nestor noted the "check the box" on the application as "no" was appropriate for the applicant. The Appellant has taken the matter to Circuit Court. Mr. Nestor asks on behalf of Stafford that the Planning Commission approve the action by the SRT.

Extenuating or Mitigating Factors by Mr. Chet Williams representing Appellants:

Mr. Williams noted that the County staff determined that this was a new appeal application, not a continuance of the July 2018 appeal. There is nothing in this record from Mr. Nestor and therefore is out of bounds for the Planning Commission to consider in their decision. Mr. Williams noted that the Planning Commission is a quasi-judicial body on Administrative Appeals, making Findings of Fact and Conclusions of Law. He noted that staff is charged with making decisions on whether restrictive covenants conflict with or are contrary to permitted activities. He has a problem with Mr. Greenway's "check the box" issue since there were different applicants on the two forms. Mr. Williams explained State law regarding covenants and restrictions and contends that Mr. Greenway did not have the authority to determine completeness on the Final Development Application according to State law. He noted that covenants were produced at the July DRT and the Staff Attorney determined that it was not applicable. When Mr. McNeal provided the 2005 Easement Agreement, the SRT should have asked for legal advice before proceeding forward—SRT did not. Mr. Williams reiterated the West vs. Newberry case where an easement agreement was declared a restrictive covenant. Upon receiving notice of a restrictive covenant, the County should have waited for a resolution before making a decision. Mr. Williams reiterated the document ran with the land, had restrictions, and was recorded. He suspects the buyer of the property discovered the easement agreement and would not close until the restrictions were resolved. We are saying follow the process, not absolutely no apartments. Mr. Nestor sent a confidentiality agreement, not resolutions to ameliorate our concerns. They have a buyer for the property for apartment use, not office use. The temporary easement was for Stafford to use Crescent roads to reach the pump station within Crescent property and for use of portions of Crescent property for staging; in return Stafford made certain promises to Crescent. Now Stafford wants to change what they promised to do; but, they must follow the procedure agreed upon. The permitted use conflicts with the restrictive covenants.

Mr. Semmler asked Mr. Williams to give extenuating or mitigating factors, not a reiteration of his earlier testimony.

Mr. Williams stated he had nothing further to address.

Extenuating or Mitigating Factors by Mr. Eric Greenway, County Community Development Director:

Mr. Eric Greenway reiterated not confusing the issues of staff interpretation, not the process that had or had not been followed. The CDC is the document the staff is empowered to enforce. He feels the staff has followed the CDC appropriately. The final building plan submitted, whether the box was checked or not, seems onerous because he believes State law doesn't require it. The submission issue has been dealt with, staff is not required to hold up people's application until a resolution occurs; however, in this case staff did comment on the covenants and restrictions issue to the applicant. It must be clear the staff made an error in the CDC procedures that were followed in the application, the review of the application, and the approval of the final application. He believes he has no legal authority to determine if an easement agreement is a restrictive covenant; and a judge

would say the same. Unless he's given a document with the terminology restrictive covenant or a court order obligating him to do so, he's not willing to do such determination.

Discussion by Commissioners included clarification on the importance of the application box not being checked by the applicant, clarification on the County's application process, and clarification of the Appellant's claims.

Extenuating or Mitigating Factors by Mr. Walter Nestor representing the land owner:

Mr. Nestor, responding to Mr. Williams' comment about the process being filed, read from Mr. McNeal's letter of May 3, 2018, that set forth the Crescent POA objections to the proposed use as apartments until detailed information was received such as occupancy restrictions, rental rates, and short-term rental restrictions, etc. The letter also stated that Mr. Michael Thomas has represented to the Crescent POA that rent would be in the range of \$2,000.00 per month; whereby the Crescent wanted to prohibit rental for less than \$2,000.00 a month. Mr. Nestor submitted that it was fairly unfair and Stafford could not agree to that. He has asked repeatedly that the Crescent POA set terms to ameliorate their concerns—a greater buffer, more trees, a berm; but he has not received any answer.

Motion: Mr. Randolph Stewart made a motion, and Dr. Caroline Fermin seconded the motion, **to move into Executive Session for receipt of legal advice on the appeal.** The motion carried (8-0-1—FOR: Chmelik, Fermin, Hennelly, Hincer, Pappas, McMillan, Semmler, and Stewart; AGAINST: None; ABSENT: Mitchell).

Note: Mr. Semmler recessed the meeting at 7:17 p.m. so that the Planning Commission would move into Executive Session for legal advice. Mr. Semmler reconvened the meeting at approximately 7:45 p.m.

Final Arguments:

- Mr. Williams noted the error that staff made was saying that the 2005 easement agreement is not a restrictive covenant, despite State law and CDC standards and not having the Staff Attorney's legal opinion. He reiterated the process SRT should have followed, but didn't. We believe the permit should be revoked until the issue is resolved. He also reiterated that the 2005 easement agreement is a restrictive covenant. Another error was that staff did not notify the applicant that the box not been checked. He reiterated that the SRT decision was wrong and asked the Commission to reverse that decision.
- Mr. Christopher Inglese, County Staff Attorney, said that generally speaking an appeal to the SRT's decision deals with a technical aspect of the CDC. Generally the Planning Commission is asked whether staff misapplied a CDC standard of a technical nature. In his opinion, the Comprehensive Plan authorizes the ZBOA (Zoning Board of Appeal) to weigh in on whether the easement agreement is restrictive covenant. Mr. Inglese said it would be helpful to the Commission to compartmentalize the requirements of the CDC and identify what part of the CDC that staff made a mistake on if an adverse conclusion is made. If you are unable to identify one of the technical requirements that they made in their review, then staff made the right decision. Legal interpretation of a contract is settling disputes between private parties and it is not a CDC requirement for staff to consider in the review process. He noted that the review process involved determining whether the application met the requirements of allowed uses, minimum lot sizes, buffers, and setbacks within the CDC—and in this case it does.
- Mr. Nestor had no further comments to provide.
- Mr. Williams noted that a new issue was raised and asked to be heard again. This is the first that he's heard that the Staff Attorney believes the jurisdiction of the Planning Commission to hear appeals on land development permits is limited to technical issues within the CDC. The question is whether or not the staff complied with all the requirements of the CDC in issuing the approval. Our position is that they did not comply with 1.4.40 because they didn't take into effect of the restrictive covenant in the easement agreement. He clarified the State law regulations for the ZBOA and the Planning Commission. Any appeal on land development permits go to the Planning Commission, not just technical issues. We contend that the staff did not make the right decision. The staff is not asked to settle a dispute between parties. If there's a restrictive covenant in opposition to the proposed permit, then the County has to stop until that issue is resolved. It's not the County's job to resolve the issue, the parties will mediate. Once it's resolved, then the

County can continue its process. We are asking that the County not issue a permit until the issues are resolved.

- Mr. Greenway said the issue is whether or not it conflicts with the permit. Discussions have and will occur on this project. We have an attorney on record stating that the easement agreement does not prevent apartments. Staff met the burden of proof.

Motion: Mr. Jason Hinchler made a motion, and Mr. Kevin Hennelly seconded the motion, **to approve the appeal as submitted.** The motion **failed (4-4-1—FOR: Hennelly, Hinchler, Chmelik, McMillan; AGAINST: Stewart, Pappas, Semmler, Fermin; ABSENT: Mitchell).**

Motion: Mr. Jason Hinchler made a motion to approve the appeal as it is submitted. Mr. Kevin Hennelly asked for clarification of the motion. Mr. Hinchler changed his **motion to grant the appeal as it was submitted.** Mr. Kevin Hennelly seconded the motion to grant the appeal as submitted. The motion **carried (5-3-1—FOR: Chmelik, Hennelly, Hinchler, McMillan, and Stewart; AGAINST: Fermin, Pappas, and Semmler; ABSENT: Mitchell).**

Announcement:

The announcement on the ruling of the appeal of the Staff Review Team's approval of the undeveloped, unsubdivided portion of Best Buy commercial center at 1031, 1033, 1037, and 1039 Fording Island Road, R600-032-000-0455-0000 (known as Osprey Cove Apartments) has been granted/approved.

Mr. Semmler noted that Mr. Randolph Stewart had a family emergency and will be leaving the meeting; however, there still was a quorum to continue the agenda.

Note: Mr. Semmler recessed the meeting at approximately 8:36 p.m. and reconvened the meeting at approximately 8:41 p.m.

Further discussion occurred with the Commissioners regarding clarification of their earlier actions with the Administrative Appeal.

Mr. Greenway noted that from a staff perspective, staff will expect some Findings of Fact to be filed with them timely so that staff can make their decision as to what to do with tonight's action. The Commission must tell their attorney what the basis is for the reversal of their decision.

Mr. Semmler reminded the Commissioners that he needed input from them on why the vote went the way it did. Mr. Hinchler encouraged the Commissioners to fill out the available form.

Mr. Greenway asked the Commission to amend the agenda to hear the Daufuskie Island text amendment because the people have offered their services pro-bono to work on the amendment.

Motion: Dr. Caroline Fermin made a motion, and Ms. Diane Chmelik seconded the motion, **to amend the agenda to hear the Daufuskie Island text amendment next.** The motion **carried (8-0-1: FOR: Chmelik, Fermin, Hennelly, Hinchler, McMillan, Pappas, Semmler, and Stewart; AGAINST: None, ABSENT: Mitchell).**

TEXT AMENDMENT TO THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE (CDC): APPENDIX B, DAUFUSKIE ISLAND CODE TO AMEND THE DAUFUSKIE ISLAND PLAN

Mr. Robert Merchant briefed the Commissioners. In July both revisions to the Comprehensive Plan regarding the Daufuskie Island Plan and to the Daufuskie Island Code as part of the Community Development Code (CDC) were presented to the Commission with the staff recommending that the Commission review the Comprehensive Plan amendment further and that staff discuss the Code amendments with the consultant to insure that it was consistent, and fit well, with the CDC. Staff did sit down with Mr. Timmerman and Ms. Davis (the consultants) to work on the Code amendments. Staff recommended revisions that the consultants took back to the Daufuskie Island Council, who in turn approved those revisions. Additionally, staff and the consultants

have reformatted the amendments to look like the existing Code. Mr. Merchant lauded the work of the consultants since Staff had wanted to make the amendments to the Code for years. Staff endorses the amendments.

Discussion by the Commission included clarification on the 1-acre lot size.

Motion: Mr. Kevin Hennelly made a motion, and Ms. Cecily McMillan seconded the motion, **to accept the Text Amendments to the Beaufort County Community Development Code (CDC): Appendix B, Daufuskie Island Code, to amend the Daufuskie Island Code.** The motion carried (7-0-2: **FOR: Chmelik, Fermin, Hennelly, Hincer, McMillan, Pappas, and Semmler, AGAINST: None, ABSENT: Mitchell and Stewart).**

Mr. Timmerman noted that working with Mr. Merchant produced a better product than before. Mr. Semmler gave kudos to the consultants on a fantastic product.

**DISCUSSION OF PROPOSED PASSIVE PARK ORDINANCE FOR REVIEW AND COMMENT;
STAFF: STEFANIE NAGID, PASSIVE PARK MANAGER**

Ms. Stefanie Nagid briefed the Commission. This is the third time you have seen the ordinance. I received comments and questions from Mr. Ed Pappas.

Discussion by the Commission included readily agreeing with the creation of the Advisory Board and its transparency to involve the public (*Ms. Nagid noted that the ordinance was needed for enforcement purposes. When the Board was suggested a dedicated plan, staff, or planning process did not exist. Two stakeholder workshops are planned for public input. Such workshops are planned for each proposed project that occurs to provide transparency. She is the dedicated staff to implement the plan appropriately. After implementation, she would like to see if the Board is still needed.*), and agreeing to the implementation of the ordinance but recommending the Board concept if such experience and expertise are needed in the future (*Ms. Nagid agrees and built-in the stakeholders workshops; however if a Board is formed, it will have its own ordinance similar to the Rural and Critical Lands Preservation Board.*).

Motion: Mr. Ed Pappas made a motion, and Mr. Jason Hincer seconded the motion, **to approve the Passive Park Ordinance.** The motion carried (7-0-2: **FOR: Chmelik, Fermin, Hennelly, Hincer, McMillan, Pappas, and Semmler, AGAINST: None, ABSENT: Mitchell and Stewart).**

**DISCUSSION OF PROPOSED PASSIVE PARK WORK PLAN FOR REVIEW AND COMMENT;
STAFF: STEFANIE NAGID, PASSIVE PARK MANAGER**

Discussion by the Commission included kudos to the work plan, the rationale for not including it into the Comprehensive Plan (*Ms. Nagid said she consulting with other County staff and since it was a living document, it was not for review every 5 years like the Comprehensive Plan; but the strategic goals will be in the Comprehensive Plan. The Plan sets priorities so she can move forward in her position.*), clarifying the next step of this Plan since it appears to lack all the elements of a good strategic plan (*Ms. Nagid believes she's listed the tiers and respective properties that she will be moving forward on in the Plan.*), concern that numerous properties have taken too long to be developed and funding woes that prevent completion (*Ms. Nagid stated that now that there was a dedicated staff to move the projects along she believed the Commission will be surprised within a year's time at all the projects that are accomplished.*), clarification of the 40 properties listed (*Ms. Nagid is hoping to form regional park concepts.*), hoping to encourage the public to become involved in the passive parks, consideration for public-private partnerships (*Mr. Greenway noted that it was not recommended and funding would occur through the Rural and Critical Lands Preservation Program.*).

Motion: Mr. Kevin Hennelly made a motion, and Ms. Cecily McMillan seconded the motion, **to approve the Passive Park Work Plan.** The motion carried (7-0-2: **FOR: Chmelik, Fermin, Hennelly, Hincer, McMillan, Pappas, and Semmler, AGAINST: None, ABSENT: Mitchell and Stewart).**

Ms. Nagid noted that two sessions were scheduled for October 2nd in Council Chambers and October 4th at the Bluffton Branch Library, both from 5:30 to 7:30 p.m.

NEW/OTHER BUSINESS:


- A. Input from Commissioners on the Administrative Appeal Decision:** Mr. Semmler reiterated that he needs input from the Commissioners for their attorney to format the decision. Mr. Greenway advised Mr. Semmler to contact their attorney for what is needed. Staff needs the legal decision in order to act further on the project. Mr. Semmler asked for input no later than Tuesday (September 11). After further discussion by the Commissioners, Mr. Semmler noted that they had to justify their decision.
- B. Next Commission Meeting:** The next meeting is Monday, October 1st.

ADJOURNMENT: Dr. Caroline Fermin made a **motion to adjourn**, and Mr. Ed Pappas seconded the motion. The **motion carried (8-0-1: FOR: Chmelik, Fermin, Hennelly, Hinchler, McMillan, Pappas, Semmler, and Stewart; AGAINST: None, ABSENT: Mitchell)**. Mr. Semmler adjourned the meeting at approximately 8:55 p.m.

SUBMITTED BY:



Diane McMaster, Administrative Specialist (for Heather Spade)



Robert Semmler, Beaufort County Planning Commission Chairman

APPROVED: November 5, 2018

*Note: The video link of the September 6, 2018, Planning Commission meeting is:
http://beaufort.granicus.com/MediaPlayer.php?view_id=3&clip_id=4004*