



**County Council of  
Beaufort County  
Natural Resources  
Committee Meeting**

**Chairman**

ALICE HOWARD

**Vice Chairman**

GERLAD DAWSON

**Council Members**

MICHAEL E. COVERT  
YORK GLOVER, SR.  
CHRIS HERVOCHON

**County Administrator**

ASHLEY M. JACOBS

**Clerk to Council**

SARAH W. BROCK

**Staff Support**

ERIC GREENWAY  
EBONY SANDERS  
DAN MORGAN

**Administration Building**

Beaufort County Government  
Robert Smalls Complex  
100 Ribaut Road

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## Natural Resources Committee Agenda

**Monday, March 02, 2020 at 3:30 PM**

Council Chambers, Administration Building Beaufort County  
100 Ribaut Road, Beaufort

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. *[Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act]*
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES – February 3, 2020
6. Budgetary Update from Senator Tom Davis

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### ACTION ITEMS

7. Approval of a Joint Ownership and Operating Agreement between the County and BCOLT for Widgeon Point Preserve.
8. Approval of a Facility Use Agreement (FUA) between the County and the Friends of Fort Fremont (Friends) for the use of the Preserve and the interpretive center.
9. Approval of a Contract Award to The Greenery, Inc. in the amount of \$97,334 for Project Management, Landscape Installation & Maintenance Services for the Highway 17 Medians and Traffic Circle at Gardens Corner.

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### DISCUSSION ITEMS

10. Discussion regarding the appointment of two (2) members to a Steering Committee responsible for recommendations for establishing a Regional Housing Trust Fund.
11. Update regarding the status of the Beaufort County Passive Parks Program
12. Presentation regarding the Liberty Trail Initiative

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### EXECUTIVE SESSION

13. Discussion of proposed purchase of property and issues incident thereto (Project 2020A)
14. MATTERS ARISING OUT OF EXECUTIVE SESSION

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### BOARDS AND COMMISSIONS

15. Boards and Commissions Vacancies

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**CITIZEN COMMENTS**

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- 16. CITIZEN COMMENTS
- 17. ADJOURNMENT



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

Item Title:

Approval of Minutes

Council Committee:

Natural Resources

Meeting Date:

March 2, 2020

Committee Presenter (Name and Title):

Issues for Consideration:

Approval of the February 3, 2020 minutes

Points to Consider:

Funding & Liability Factors:

None.

Council Options:

Approve, Modify or Reject

Recommendation:

Approve

**MINUTES**  
**Natural Resources Committee**  
**February 3, 2020**

Council Chambers, Administration Building  
Beaufort County Government Robert Smalls Complex,  
100 Ribaut Road, Beaufort, South Carolina 29902

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

**ATTENDANCE**

Present: Chris Hervochon, Chairwoman Alice Howard, York Glover, Michael Covert, Vice-Chair Gerald Dawson

Absent:

Ex-officio: Joseph Passiment (Non-committee members of Council serve as *ex-officio* members and are entitled to vote.)

Media: Joe Croley, Low country Inside Track

**CALL TO ORDER 4:26**

Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act

**APPROVAL OF AGENDA**

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Glover to amend the agenda and remove item number 13, second citizen comment: The vote YAYS- Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Covert, and Councilman Dawson. The motion Passed

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Hervochon to approve the agenda: The vote YAYS- Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Covert, and Councilman Dawson. The motion Passed.

**APPROVAL OF MINUTES**

**A. December 16, 2019**

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Glover to approve the minutes from December 16, 2019. The vote YAYS- Councilman Rodman, Councilman



Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, Councilman Glover, Councilman Passiment, Councilman Covert, and Councilman Dawson. The motion Passed

### **CITIZEN COMMENTS**

No Comments

### **BOARDS AND COMMISSIONS**

**Current Vacancies:** No applications/resumes

**Discussion:** Reach out/notify Town of Bluffton.

### **DISCUSSION ITEMS**

#### **Saltwater intrusion on St. Helena- Councilman Glover**

Councilman Glover: Saltwater intrusion in the aquifer and concerns with the invasion of salt water in St. Helena. Any Saltwater intrusion in the aquifer would be detrimental and costly to farmers. We don't know the extent and no one is monitoring it at this time. One of the farmers on St. Helena has salt water intrusion in his well. Meeting with Dean Moss recently he stated that the only thing the State is doing right now is monitoring the volume of water in the aquifer. During the farming season it is a draw down because it is heavily used by the farmers after that time then it replenishes itself primarily with rainwater. It's something that we need to do is monitor to the outflow of the water if it can be done with DHEC. We don't know the extent of the problem and once there is a problem it is almost too late. Mr. Moss suggested communicating with DNR to help us monitor. Right now there is only 1 of several wells being monitored. Monitoring not only level of the aquifer but the quality of the water. The wells are there we just need sampling to monitor the salt water intrusion.

Councilman Covert: In Hilton Head we were drilling for geothermal and we ran into a similar problem. DHEC came and monitored or tested the wells.

Councilwoman Howard: What is the industry dollar amount on St. Helena?

Councilman Glover: Tomato \$12 Million, Watermelon I can't even tell you but I would estimate \$30 Million total in agriculture just on St. Helena.

Councilman Covert: Some of the irrigation wells, are some pre 1980? They didn't use the casing and the grout that would prevent some of that.

Councilman Glover: I can tell you that they are constantly drilling wells because of the movement of the farms. I can't tell you if we have any old wells but I'm sure there are old wells.

Councilman Howard: Maybe there could be a letter send to DHEC and DNR from Council. We can scope out what the letter might say and bring back to the committee or to full council.

Councilman Rodman: On Hilton Head about 10 + yrs. ago. We found that there was a lot of discussion about this. The problem was traceable and the saltwater was moving North and it was because Georgia particularly around Savannah they were tapping into the aquifer instead of using river water. So I think that it may be more serious than just a letter. Maybe we should meet with Dean Moss again and see if we can have a discussion with delegation.

Councilman Glover: Dean really asked if we can just get the ball rolling to write the letter to DNR just so we can start moving in the right direction and let them know our concerns.

Councilman Rodman: If staff or someone to write the letter and get concurrence of council to send it and then let Dean come in and do a presentation.

### **Housing Trust Fund County Members Appointments**

Eric Greenway: An appointment from the Beaufort Memorial Hospital Organization, Allison Coppage, has agreed to serve that role and then maybe someone from Beaufort County School District.

Councilwoman Howard: The School District wanted to discuss who it would be and maybe we can get a name before the next meeting.

Councilman Passiment: We have approached it with the School District? We need to get this going as done as soon as possible.

Councilman Rodman: Just thinking out loud, we are funding ½ of it. We should have someone from the County to represent.

Eric Greenway: I will be at all meeting and working with the steering committee and the SOLOCO sub-committee will act as advisory to the consultant and the steering committee.

Councilman Rodman: My suggestion would be to go with Alison Coppage, let the School Board decide who they would like to name, and let Ashley decide on someone from the county.

Eric Greenway: We are appointing non-governmental agents and we can recommend to SOLOCO that person come from School Board.

## **ACTION ITEMS**

### **Consideration of an Ordinance regarding a text Amendment to the Community Development Code (CDC): Article 1, Section 1.3.50 Applicability and Jurisdiction-Exemptions to Address County Public Service Uses. – Eric Greenway, AICP, Director, Community Development Department**

Beaufort County Staff is requesting an amendment to Article 1, Section 1.3.50 of the Community Development Code (CDC) to provide an exemption for Public Service Uses. The aim of this amendment is to allow the County to provide necessary services in any zoning district with the requirement that County Council provide notification and hold a public hearing and approve such a use. The purpose of this amendment is to provide greater flexibility for the county government to respond to public safety and service needs throughout the county where these needs are warranted.

The request was presented before the BC Planning Commission on Monday, January 6, 2020. By a vote of 6:2, the Text Amendment passed with the following stipulations: “limiting action when warranted by extreme conditions or emergency situations only, as deemed by County Council.”

**F. County public service uses.** Due to the unique nature of certain county public service uses and the need to locate these uses in certain areas of the county irrespective of prevailing zoning district regulations, Beaufort County may establish in any zoning district any public service use authorized to county government by S.C. Code § 4-9-30, as amended, or any other statute or law of the State of South Carolina; provided that all public service uses meet the following requirements:

- 1.** The use shall meet the applicable requirements in Article 5 (Supplemental to Zones) of the Community Development Code.
- 2. Public hearing for county public service uses.** Prior to the granting of a zoning compliance for county public service uses, a site plan in accordance with standards contained herein must be submitted and approved, and the Beaufort County Council will hold a public hearing on the matter at least 15 days’ notice of the time and place of which will be published in a newspaper of general circulation in Beaufort County. Notice will be given by adequately posting the properties affected, with at least one notice being visible from each public thoroughfare that abuts the property, at least 15 days prior to the public hearing. Based on the hearing and probable impact of such uses on contiguous uses and conditions, the Council may elect to deny the request in favor of a more acceptable site elsewhere.

## **Discussion:**

Councilman Glover: It was approved by the Planning Commission 6:2. The 2 negative votes did they express their reasoning?

Eric Greenway: Because they thought we were going around a rezoning situation and take authority away from them. That is not the intent of this. This gives Council the flexibility to react in emergency situations.

Councilman Passiment: We are going to put into those words, limiting action warranted by extreme situations?

Eric Greenway: I would not recommend that you put that in there because you are going to be able to do it during a public hearing.

Councilman Hervochon: Can you expand on Daufuskie and the transportation situation?

Eric Greenway: More than likely it's not going to be zoned for that type of use. This would give you the chance to establish that type of use after a public hearing.

Councilwoman Howard: Would that be for the road?

Eric Greenway: That would be the use and any facilities that needed to be developed to carry out that use.

Councilman Rodman: If the planning commission approved it and we vote on something different are we negating the 6:2 vote?

Eric Greenway: It doesn't matter, what they are bringing forward is just a recommendation to you anyway. They could have brought forth a denial to the text amendment and you would still have the authority to adopt it.

Councilman Rodman: You mentioned that we may have to rezone Haige Point Landing. It's probable going to be able to folded into the quarter funding. I think we should go ahead and proceed with that zoning change.

Eric Greenway: This amendment will give you the authority to approve that use without doing a rezoning but will need to have a public hearing.

**Motion:** It was moved by Councilman Dawson, seconded by Councilman Glover to accept staff recommendation on text Amendment to the Community Development Code (CDC): Article 1, Section 1.3.50 Applicability and Jurisdiction- Exemptions to Address County Public Service Uses The vote YAYS- Councilman Rodman, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, and Councilman Dawson. The motion Passed

**Recommendation:** Forward to County Council for 3 readings.

**2019 Annual Report for Rural and Critical Land Preservation-** *Barbara G. Homes, Beaufort County Open Land and Trust*

Beaufort County's Rural and Critical Land Preservation Program (RCLPP) begins 2020 with updated and revised project scoring criteria and revised program ordinance governing the program. County staff and Beaufort County Open Land Trust (BCOLT) worked together for four months to

draft the ordinances with the purpose of clarifying procedures and establishing a project approval process that includes appropriate evaluation of all projects by the Rural and Critical Land Preservation Board and County Council. Program Goals for 2019 including protecting high priority targets as identified by the 2014 Greenprint Map and initiating work on the 2020 Greenprint process to update the land acquisition priorities for the program. The RCLPP Board welcomed two new members in 2019: Mr. Art Baer (District 1) and Mr. Ryan Stefonic (District 8). Currently the District 7 Board position is vacant.

#### Cumulative Program Statistics (1998-2019)

##### Total Protected Acreage:

Fee Simple: 11,564 acres

Conservation Easements: 12,416 acres

Total: 23,980 acres

##### Total Dollars Spent on Land Purchases:

\$136,192,127 (includes ~\$8.4 million spent prior to first referendum)

##### Total Partner Funds used to leverage County purchases:

\$40,399,248

#### 2019 Land Protection Summary

The Beaufort County Open Land Trust (BCOLT) staff considered 54 new properties and (some inquiries, some proactively pursued) and 8 2018 holdover potential properties in 2019. 54 of those properties either did not meet the program criteria, were not high priorities for the program or the landowners were not interested in pursuing the funding offered for their property or development rights. 8 properties were brought forward for purchase consideration to the RCLPP Board and 2 of those projects were ultimately recommended for purchase by Beaufort County Council. One project closed in 2019 and one project is set to close in early 2020

#### Bailey Memorial Park- Fee Simple Acquisition

Through the RCLLP, Beaufort County purchased Bailey Memorial park, a 54.3-acre tract in the Alljoy area in southern Beaufort County, less than 1,000 feet from the May River and less than one mile from Historic Old Town Bluffton. Although this tract had been a strategic land protection target for the County's Rural & Critical Program since 2006, the property was not available for purchase until 2018. It has remained a quiet, forested oasis while surrounding areas have experienced dense residential growth that now exists on t3 of the 4 property boundaries. Very few large-acre parcels remain in this area, and less than one mile away on Burnt Church Road, 51 single-family homes are being constructed on approximately 12 acres of upland.

Bailey Memorial Park is an unimproved vacant parcel containing a mixture of forested uplands and wetlands, providing significant wildlife habitats and natural stormwater filtration and recharge benefits. Vehicular access is available from the gated entrance road on Confederate Avenue.

This purchase represents the County's continuing commitment to preserving water quality through the Rural and Critical Land Preservation Program. Bailey Memorial Park is located within one mile of 887 acres of previously protected Ulmer Properties, I, II, III, IV, (877 acres) and provides approximately 30 acres of wetland drain toward the May River.

Beaufort County will manage the property for optimal ecological benefit and will consider future passive recreational opportunities at the site. A number of developed walking trails exist on the property. Bailey Memorial Park is named in honor of Raymond Harold Bailey, a World War II veteran, past Director of Public Services for Beaufort County and longtime owner and steward of the property.

In November 2019, Council approved the execution of a Declaration of Restrictive Covenants on Bailey Memorial Park to protect its conservation values and ensuring its use as a passive park forever.

Total Land Protection/Purchase for 2019:

Acreage: 54.3 acres, Fee Simple

Dollars Spent on Land Purchases: \$1,310,000

Total Partner Funds: \$0

Additional Program Notes for 2019

February 2019

Twenty-six stakeholders/partners and the public were invited to provide input and suggestions on the Rural and Critical Land Program by filling out a questionnaire, an online survey or providing public comment at the February 14 RCLP Board Meeting.

- The 11-question survey inquired about priorities for land protection, the Project Criteria Ranking Sheets, areas of the County that were important to protect and community expectations.
- A total of 5 people including three stakeholders and two members of the public provided comment at the meeting.

Mr. Michael Mathews was unanimously re-elected the Chair of the RCLP Board, and Mr. Beekman Webb was elected Vice-Chair.

The Interim County Administrator proposed revised RCLPP Land Acquisition procedures without input from the RCLPB or County Council. From February to April, several proposals for revised Land Acquisition procedures were presented to Council but were not approved.

March 2019: Revised Ranking Criteria Evaluated at RCLP Board Retreat

Recognizing that the criteria used for scoring and analyzing potential land acquisitions could be improved to more accurately reflect current program goals, County staff began work on revising the RCLP Program ordinance. The task force also worked on amending the RCLP Board ordinance. This process continued throughout the summer when final versions were agreed upon for presentation to Council.

September 23, 2019:

County Council approved an ordinance authorizing the issuance and sale of general obligation bonds in an amount not to exceed \$25,000,000 for continued funding of the RCLPP. Beaufort County voters approved these bonds on November 6, 2018, the fifth bond referendum for the program.

October 28, 2019:

Council Ordinance 2019/48 was approved, re-establishing the Rural and Critical Lands Preservation Program Ordinance in the Community Development Code.

Council Ordinance 2019/49 was approved, amending the Rural and Critical Lands Preservation Board Ordinance.

November 18, 2019:



Council Ordinance 2019/54 was approved, authorizing execution of a Declaration of Restrictive Covenants on Bailey Memorial Park.

**Discussion:**

Councilman Passiment: We usually protect land under 2 premise, fee simple or developmental agreement. Can you explain why which one is chosen.

Barbara Holmes: Depends on the goal of the County. If we wanted to add protection to an area already owned by the County protecting adjacent property by buying it or buying the development rights is going to enhance what we already own. When we purchase land in fee simple, that is the highest price per acreage if you are going to buy and take on the obligations of ownership and forego the property tax revenue. For the purchase of development rights, that is way to stretch our dollars further by purchasing the developmental rights the property owner has that way they can never be exercised and property remains on the property tax rolls, and it is still the property owner's responsibility to maintain the upkeep to the property.

Councilman Glover: I would like to see the categories for criteria scores when you rate these properties.

Barbara Holmes: Absolutely, the score sheets are not given but they are available. We don't bring projects forward if they are under a 5.

Councilman Rodman: Are we into the 2018 referendum monies?

Barbara Holmes: I can't really answer that question. I think the bonds were approved but the bonds were not issued yet.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Glover to forward to Council the 2019 Annual Report for Rural and Critical Land Preservation The vote YAYS- Councilman Rodman, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment and Councilman Dawson. The motion Passed

**Recommendation:** Forward to County Council.

**Change order Request for Fort Fremont Historical Park Interpretive Center in the amount of \$205,859.00 – Dave Thomas, Purchasing Director**

Change order #2 to Savannah Construction and Preservation's Contract for cost increase due to a 2-year project delay and scope of work changes at Fort Fremont. The original bid price was \$1,029,755.00.

- Bid was received in October 2017
- Contract was signed in April 2018
- Ground Breaking began May 2019

- Delays between contract execution and ground breaking were due to latrine relocation, delayed response from Architect during permitting, and addition of fire sprinkler system during permitting. Also the project manager changed 3 times.
- Cost of increase requires full Council Approval. The cost increases are considered to be fair and reasonable by County Staff.
- Funding will be provided from the Fort Freemont allocation in Account 45020011-54405, which was approved by County Council on May 28, 2019.

The Community Development Department recommends that the Natural Resources Committee recommend to County Council approval of Change Order #2 to Savannah Construction & Preservation in the amount of \$205,859.00 for the aforementioned project delay and scope of work changes cost increased from the funding source listed. The new total cost of the contract is \$1,290,217.88

**Discussion:**

No Discussion.

**Motion:** It was moved by Councilman Passiment, seconded by Councilman Glover to forward Change Order Request for Fort Fremont Historical Park Interpretive Center in the amount of \$205,859.00 to County Council for approval. The vote YAYS- Councilman Rodman, Councilman Hervochon, Councilwoman Howard, Councilman Glover, Councilman Passiment, and Councilman Dawson. The motion Passed

**Recommendation:** Forward to Council for Approval.

**ADJOURNMENT**

Ratified by Committee:





## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement

#### Council Committee:

Natural Resource Committee

#### Meeting Date:

March 2, 2020

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

A Joint Ownership and Operating Agreement between the County and BCOLT for Widgeon Point Preserve.

#### Points to Consider:

With the construction of the new passive park improvements at Widgeon Point Preserve, revisions to the original 2008 Joint Ownership Agreement are necessary. County staff and BCOLT agree to the 2020 Joint Ownership and Operating Agreement as written and the 2008 Joint Ownership Agreement will be terminated.

#### Funding & Liability Factors:

County will maintain the property and appropriate insurance for constructed structures.  
County will retain all revenue from property rental, which will be used towards property maintenance.

#### Council Options:

1) Approve the 2020 Joint Ownership and Operating Agreement as written; 2) Approve the 2020 Joint Ownership and Operating Agreement with revisions; 3) Do not approve the 2020 Joint Ownership and Operating Agreement

#### Recommendation:

Approve and authorize the County Administrator to execute the Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement as written.

**ORDINANCE 2020/ \_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE  
THE WIDGEON POINT PRESERVE 2020 JOINT OWNERSHIP AND OPERATING  
AGREEMENT WITH THE BEAUFORT COUNTY OPEN LAND TRUST**

**WHEREAS**, Beaufort County (“County”) and the Beaufort County Open Land Trust (“BCOLT”) are joint owners of certain real property in Beaufort County, South Carolina known as Widgeon Point Preserve (R600 007 000 0001 0000) on Lemon Island under and by virtue of that certain general warranty deed dated August 23, 2007 and recorded at Deed Book 02616, Pages 1609-1614, Beaufort County, South Carolina recorded (said real property being referred to hereinafter as “Property”); and

**WHEREAS**, the County is the owner of a 7/8 undivided interest in the Property and BCOLT is the owner of 1/8 undivided interest in the Property; and

**WHEREAS**, the County and BCOLT previously entered into a joint ownership agreement dated August 26, 2008; and

**WHEREAS**, the County and BCOLT desire to terminate the aforementioned agreement and enter into the Joint Ownership and Operating Agreement attached hereto and incorporated by reference as “Attachment A”; and

**WHEREAS**, County Council finds that it is in the best interest of County citizens, residents and visitors to enter into a Joint Ownership and Operating Agreement with BCOLT, which designates shared ownership, intent, operating and maintenance responsibilities between the parties.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the Widgeon Point Preserve 2020 Joint Ownership and Operating Agreement with Beaufort County Open Land Trust, attached hereto as Attachment A and incorporated herein fully as if repeated verbatim.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council

Third and Final Reading:  
Public Hearing:  
Second Reading:  
First Reading:

## **Attachment A**

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF BEAUFORT                    )     **WIDGEON POINT PRESERVE**  
  )     **JOINT OWNERSHIP and**  
  )     **OPERATING AGREEMENT**

**THIS WIDGEON POINT PRESERVE JOINT OWNERSHIP AND OPERATING AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Beaufort County, a political subdivision of the State of South Carolina (“County”), and the Beaufort County Open Land Trust, a South Carolina non-profit corporation, (“BCOLT”); collectively hereinafter referred to as the “Parties”.

**WHEREAS**, the County and BCOLT are joint owners of certain real property in Beaufort County, South Carolina known as Widgeon Point Preserve on Lemon Island under and by virtue of that certain general warranty deed dated August 23, 2007, and recorded in the Beaufort County Register of Deeds at Deed Book 02616, Pages 1609-1614, Beaufort County, South Carolina (said real property referred to hereinafter as the “Property”); and

**WHEREAS**, the County is the owner of a 7/8 undivided interest in the Property and BCOLT is the owner of a 1/8 undivided interest in the Property; and

**WHEREAS**, the County and BCOLT intend by this Agreement to delineate their respective rights, duties, and obligations respecting the joint ownership and use of the Property.

**NOW, THEREFORE**, in consideration of the Property and in consideration of the mutual promise, covenants, terms and conditions set forth herein, the Parties mutually agree as follows:

### **1. PROPERTY DESCRIPTION**

The Property consists of 162.24 acres, known as the Widgeon Point Preserve, with the current TMS No. R600 007 000 0001 0000. The Property is further described by the legal description attached hereto and incorporated by reference as “Exhibit A”.

### **2. JOINT OWNERSHIP**

It is acknowledged that the Parties jointly own the Property and the respective shares of ownership of the owners are as follows:

Beaufort County	7/8 undivided interest
Beaufort County Open Land Trust	1/8 undivided interest

The Parties intend that the Property shall be used as a nature preserve and passive park for the education and passive recreation enjoyment of the citizens of Beaufort County as provided for in this Agreement and that all such usage shall be based upon sound principles of ecology including, without limitation, effective management of native habitats found on the Property with the express purpose of protecting its biodiversity of native species.

a. ***Ownership Liability.*** The percentage of ownership stated in this Section shall not be construed as a percentage of liability, and the Parties shall be equally liable for any claims pursuant to Section 12(c) of this Agreement.

### 3. TERM

The term of this Agreement shall cover a period of twenty-five (25) years, commencing on the entered upon date, unless terminated sooner pursuant to the provisions in this Agreement. The term of this Agreement may be extended for three (3) additional twenty-five (25) year terms upon the mutual agreement and written approval of both the County and BCOLT.

### 4. USE OF PROPERTY

The Property shall be used as a nature preserve and passive park for passive recreation open to the public; and subject to all applicable County rules and regulations. It is further intended that the Natural Area of the Property, which is generally designated as that area between the interior bridge and the Port Royal Sound and as further shown in "Exhibit B", be restricted from structural improvements, excluding signage, benches and picnic tables, with the remainder of the Property being used for passive park buildings and structures.

a. **Access to Property.** The Property shall be open to the public seven (7) days a week from dawn to dusk. Pursuant to Ordinance 2018/53 Section 91-104, operating hours shall be posted at the Property's designated entrance.

b. **Scheduling of Events.** County shall be responsible for scheduling events and functions on the Property, will maintain a schedule and calendar of such events and shall develop a method of sharing such event information with BCOLT.

c. **Private Functions.** County may offer to rent the Property and/or its facilities, in whole or part, for private functions at a rental rate stipulated by the Passive Park Facility Rental Policy. All revenue generated by the private functions shall be retained by County to be utilized for passive park operations, maintenance and management expenses incurred by County under the terms of this Agreement.

d. **BCOLT Events.** In addition to the events open to the public and private events or functions as provided for above, BCOLT shall be entitled to use the Property for events and functions at no cost to BCOLT. BCOLT events and functions may be scheduled after consultation with County to determine that another event or function is not scheduled on the same time and date. BCOLT shall be responsible for any and all site and grounds set-up and clean-up necessary as the result of any BCOLT event.

### 5. ROUTINE AND MAJOR MAINTENANCE

County shall be responsible for routine and major maintenance of the Property. Routine and major maintenance shall include but not be limited to grass cutting, debris removal, maintenance and repair of the barns, fences, gates, trails, roads, bridges, and other structures now or hereinafter erected on the Property. County shall also be responsible for paying the utility costs for electricity, water and the portable toilet facility.

BCOLT shall be responsible for coordinating volunteer efforts to assist the County's routine maintenance efforts, upon mutual consent between BCOLT and the County's Passive Parks Manager.

### 6. MAJOR ALTERATIONS AND CAPITAL IMPROVEMENTS

Any major alterations or capital improvements on the Property shall be mutually agreed to by both Parties and shall be undertaken under the supervision of the County and their policies and procedures. The cost of

such major repairs or capital improvements shall be the County's responsibility. For purposes of this Agreement the term "major alteration" or "capital improvement" shall be deemed to be any alteration or capital improvement having a cost or expense including all labor, materials, permits, and related items totaling in excess of \$2,500.00.

## **7. INSURANCE**

County shall obtain a policy or policies of insurance providing fire insurance protection with extended coverages to include windstorm and hail damage at replacement cost on all buildings and structures on the Property. In addition, County and BCOLT each shall at all times maintain a policy of general liability insurance with limits of liability of at least \$1,000,000.00 per occurrence. All policies of insurance shall identify the County and BCOLT as named insureds.

## **8. SECURITY AND INSPECTIONS**

It shall be the duty of County to assure adequate security is maintained on the Property through the maintenance of the fences and gates and assuring that gates and secured areas are locked when the Property is not in use.

It shall be the duty of BCOLT to adhere to the security plan and measures, as mutually agreed upon by the Parties, and to assure that gates and secured areas remain locked when the Property and/or its structures are not in use.

## **9. NOTICE**

Each party shall give the other notice of any adverse circumstances or situations arising in connection with the use of the Property including notice of any claim or dispute arising from its use. Any such notice including and any other notice necessary or appropriate under this Agreement shall be given as follows:

To BCOLT:	Beaufort County Open Land Trust Attn: Executive Director P.O. Box 75 Beaufort, SC 29901
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To County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901
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## **10. BREACH OF CONTRACT**

If a party to this Agreement determines that the other party is in breach of the terms of this Agreement, the claiming party shall notify the other party of the breach with a First Notice and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such breach with a Second Notice and demand corrective action. If the noticed party fails to cure the breach within sixty (60) days after receipt of the Second Notice, the claiming party may bring an action of law or in equity in a court of competent jurisdiction.

## 11. TERMINATION

Either party shall have the right to terminate this Agreement for any reason upon six (6) months' prior written notice beginning with the delivery to and acceptance of the designated authority of the other party. In the event either party wishes to terminate this Agreement, the noticing party shall offer to purchase the ownership interest of the other party in the Property based upon a current professional (MAI) appraisal of the Property. The noticed party shall have sixty (60) days to respond to the terminating notice.

BCOLT shall not convey its ownership interest in the Property without express approval of the South Carolina Conservation Bank.

## 12. OTHER PROVISIONS

a. **Definition of Terms.** For the purpose of this Agreement, all terms, specifically "passive park" and "passive recreation", shall be defined pursuant to Beaufort County Ordinance 2018-53.

b. **Mutual Cooperation.** The Parties shall cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.

c. **Liability.** To the extent the law provides, each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission and negligence of the other Party. Neither party shall be liable to the other party for any claims, demands, expenses, liabilities or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services or responsibilities pursuant to this Agreement.

d. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The disputing party shall be responsible for cost of mediation.

e. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement, including the Widgeon Point Joint Ownership Agreement dated August 26, 2008. If there are conflicting terms between this Agreement and any documents merged into this Agreement, this Agreement shall supersede.

f. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

g. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

h. **No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

i. **Counterparts.** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that

the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

j. **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

k. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

l. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

m. **Applicable Law.** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

**IN WITNESS WHEREOF**, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

BEAUFORT COUNTY

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

Name: Ashley M. Jacobs

Title: County Administrator

BEAUFORTY COUNTY

OPEN LAND TRUST

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

Name: Kristin Williams

Title: Executive Director

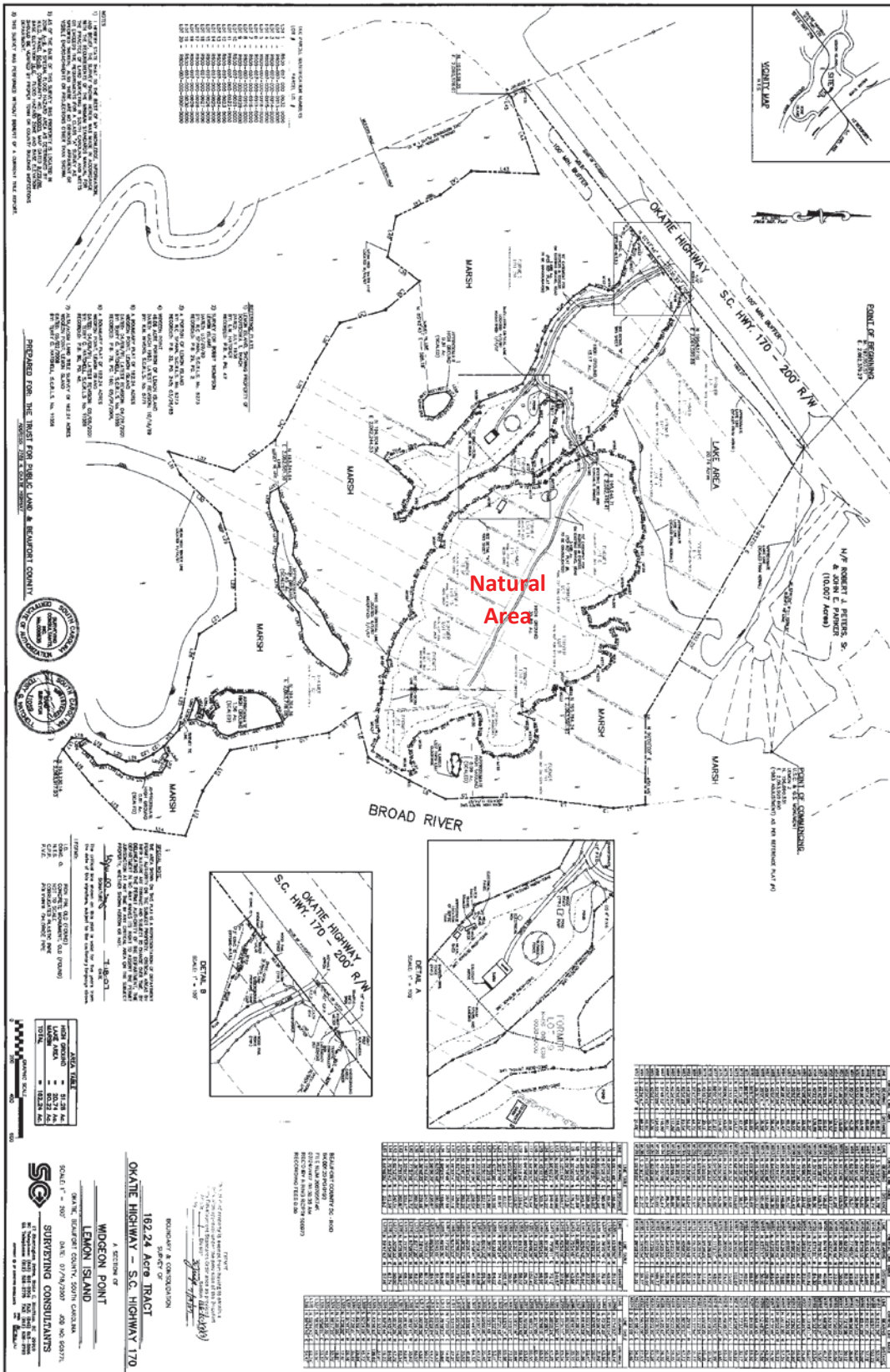
## **EXHIBIT A**

### *Legal Description*

All those certain pieces, parcels or lots of land, situate, lying and being in the Bluffton Township, County of Beaufort, Sate of South Carolina, being the eastern part of Lemon Island, containing seven (7) parcels of high ground containing 51.28 acres, more or less, together with a portion of a Lake containing 20.74 acres, more or less, all of which is more fully shown on a plat entitled "Boundary Survey of 162.24 Acre Tract, Okatie Highway – S.C. Highway 170, A Section of Widgeon Point, Lemon Island, Okatie, Beaufort County, South Carolina", Prepared for the Trust for Public Land and Beaufort County, Dated July 18, 2007, prepared by Surveying Consultants, Terry G. Hatchell, R.L.S. S.C. No. 11059. For a more complete description as to metes, bounds, courses and distance, reference is made to the above referenced plat which is recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 120 at Page 193.



## **EXHIBIT B**





## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

#### Item Title:

Friends of Fort Fremont Facility Use Agreement

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

March 2, 2020

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

A Facility Use Agreement (FUA) between the County and the Friends of Fort Fremont (Friends) for the use of the Preserve and the interpretive center.

#### Points to Consider:

In April 2019, the County and the Friends entered into a Memorandum of Understanding authorizing the Friends to utilize the property according to a Facility Use Agreement and annual Operating Plan. County staff and Friends have agreed to the FUA terms and conditions, which specify in detail the use of the Property as an historic interpretive facility and the responsibilities of the Friends and the County.

#### Funding & Liability Factors:

There are no funding requirements. Liability is waived between the parties. County retains responsibility for the management and maintenance of the property and its structures as a public passive park.

#### Council Options:

1) Approve the FUA as written, 2) Approve the FUA with revisions, 3) Do not approve the FUA

#### Recommendation:

Approve and authorize the County Administrator to execute the Friends of Fort Fremont Facility Use Agreement as written.

**ORDINANCE 2020/ \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FACILITY USE AGREEMENT ENCUMBERING PROPERTY OWNED BY BEAUFORT COUNTY KNOWN AS FORT FREMONT PRESERVE**

**WHEREAS**, Beaufort County (“County”) owns 17 acres of real property (“Property”) known as Fort Fremont Preserve located at 1124 Lands End Road and being recorded in the Beaufort County Register of Deeds in Deed Book 2044 at Page 1468, Deed Book 259 at Page 275 and Deed Book 2958 at Pages 481-488; and

**WHEREAS**, the County and Friends of Fort Fremont (“Friends”) have previously entered into a Memorandum of Understanding dated April 8, 2019 and wish to further specify Property authorization, use and responsibilities with a Facility Use Agreement, which is attached hereto and incorporated by reference as “Attachment A”; and

**WHEREAS**, pursuant to Beaufort County Rules and Procedures, Beaufort County Procurement Code, S.C. Code Ann. §4-9-130 and state common law, Council approval, an ordinance, and public hearing are required for the lease of any public land; and

**WHEREAS**, Beaufort County Council has determined that it is in its best interests to authorize the execution of the facility use agreement to the Friends.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL** duly assembled, does hereby authorize the County Administrator to execute a Facility Use Agreement with Friends of Fort Fremont for the property known as Fort Fremont Preserve, as attached hereto and incorporated by reference as “Attachment A”.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Stewart H. Rodman, Chairman

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council

Chronology:  
Third Reading  
Second Reading  
Public Hearing  
First Reading

# ATTACHMENT A

COUNTY OF BEAUFORT            )  
  )  
STATE OF SOUTH CAROLINA    )

## FACILITY USE AGREEMENT

**THIS FACILITY USE AGREEMENT** (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, between **Beaufort County**, a political subdivision of the State of South Carolina, (“County”) having a mailing address of County of Beaufort, Attention Beaufort County Administrator, P.O. Drawer 1228, Beaufort, South Carolina 29901-1228, and **Friends of Fort Fremont Historical Park, Inc.**, a nonprofit corporation organized under the laws of the State of South Carolina, (“Friends”) having a mailing address of P.O. Box 982, St. Helena Island, South Carolina 29920; collectively hereinafter referred to as the “Parties”.

**WHEREAS**, the County is the owner of certain real property in Beaufort County, South Carolina known as the Fort Fremont Preserve (“Property”) by virtue of the general warranty deed recorded in the Beaufort County Register of Deeds in Deed Book 2044 at Page 1468, Deed Book 259 at Page 275 and Deed Book 2958 at Pages 481-488; and

**WHEREAS**, the County and Friends have previously entered into a Memorandum of Understanding dated April 8, 2019, and is attached hereto and incorporated by reference as “Exhibit A”; and

**WHEREAS**, this Agreement is supplementary to, and does not supplant the aforementioned Memorandum of Understanding, and is subject to the terms and conditions stated therein; and

**WHEREAS**, the Parties intend by this Agreement to establish the rights, duties, and obligations in respect to the use of the Property.

**NOW, THEREFORE**, in consideration of the Property and in consideration of the mutual promises, covenants, terms and conditions set forth herein, the Parties mutually agree as follows:

**1. DESCRIPTION OF PROPERTY.** All that certain, piece, parcel or tracts of land, with buildings, structures, equipment and improvements known as Fort Fremont Preserve located at 1124 Lands End Road, St. Helena Island, County of Beaufort, State of South Carolina.

**2. TERM.** The initial term of this Agreement shall cover a period of twelve months (12) months, commencing on the 1<sup>st</sup> day of July, 2020, and terminating on the 30<sup>th</sup> day of June, 2021, unless terminated sooner pursuant to the provisions of this Agreement.

a. **Renewal.** This Agreement may be extended for four (4) additional one-year periods thereby extending the possible termination date until June 30, 2025 upon the written approval of the Parties. Any renewal shall include the same terms and conditions set forth in the initial term.

**3. COMPENSATION.** In substitution to a monetary sum, Friends agrees to pay, without demand, to County as rent for the Property, the sum of ZERO AND NO/100 DOLLARS (\$0.00) per month, in exchange for considerations and obligations as outlined heretofore.

4. **HEAT, WATER, TELEPHONE and OTHER UTILITY CHARGES.** County shall be responsible for paying all utility expenses associated with the Property.

5. **HOURS OF OPERATION.** Friends shall be allowed the use of the Property from dawn to dusk, Monday through Sunday. Friends will provide greeters to staff the interpretive center building between the hours of 10:00am and 2:00pm, Fridays and Saturdays, for the term of this Agreement. Any additional interpretive center staffing will be mutually agreed upon by Friends and the County. The general public shall have access and use of the Property from dawn to dusk, Monday through Sunday, and access and use of the interpretive center display rooms during the Friends staffing hours.

6. **OPERATING PLAN.** Friends shall provide to County an Operating Plan at the initial execution of this Agreement. Thereafter, Friends shall provide to County an Operating Plan on or before May 1 of each year for the County to review. The Operating Plan will be made effective from July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. The Parties agree to mutually cooperate in the development of the Operating Plan.

- a. **Purpose.** The Operating Plan shall provide the Parties with an overview of the activities and functions scheduled throughout the year, along with any specific groups that may use the Property on a scheduled basis for purposes of education or tourism.
- b. **Activities and Functions.** The Operating Plan shall describe the tourist related activities scheduled throughout the applicable year; including, but not limited to, greeting bus tours, school groups and providing services to tour groups. Additionally, a description of how Friends intends to manage the participants of the said activity or function, and the number of Friends' staff will be present shall be included in the Operating Plan.

7. **USE OF PROPERTY.** The Property shall be used and occupied by Friends exclusively as an historic interpretive facility, and neither the Property nor any part thereof shall be used at any time during the term of this Agreement by Friends for any other purpose than more particularly described herein. Friends shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Property during the term of this Agreement.

- a. **Use Defined.** Use of the Property is more particularly described as follows:

- i. Friends may use the Property for storage of artifacts and/or equipment as approved by the Passive Parks Manager. Any Friends' property such as the diorama, displays, reference material, and electromagnetic media stored on the Property will be the responsibility of the Friends, and the County is not liable for its loss or damage. The County reserves the right to relocate or remove any such artifact and/or equipment in order to meet the needs of the County upon 24-hour notice to the Friends via email, or immediately upon an emergency situation.



ii. Friends is authorized to engage in tourist related activities including, but not limited to, greeting bus tours, school groups and providing services to tour groups, according to terms of the annual Operating Plan, as approved by the County.

iii. Friends is authorized to purchase and sell interpretive, recreational and historic literature and materials to visitors on the Property at its own expense. If Friends pay for the literature and materials, Friends may retain and use the proceeds to pay the costs associated with purchasing and selling the materials. All materials purchased and/or developed by Friends for sale on the Property will receive final approval from the Passive Parks Manager. Friends agree to use any net proceeds to support the Friends non-profit mission.

iv. Friends is authorized to apply for grants as well as seek in-kind and financial donations to support County preservation, promotional, and educational objectives for the Property. Grant applications/proposals will be submitted to the County for approval prior to the application submittal date. Depending on the nature of the grant or donation, the funds may be administered by either Friends or the County as the Parties mutually agree is most appropriate. All solicitations authorized under this provision shall be in accordance with the South Carolina Solicitation of Charitable Funds Act Section 33-56-10 et seq. and other applicable State and Federal law.

v. Friends will greet visitors and provide orientation, talks, and answer questions as described in the annual Operating Plan.

vi. Friends will provide docents, as described in the annual Operating Plan, to lead tours of the Property.

vii. Friends may use the interpretive center conference room for monthly board meetings, free of charge, pursuant to the County's Passive Parks Facility Rental Policy.

viii. Any requested events on the Property, whether County or Friends sponsored or by third-parties, will be coordinated and scheduled by the County through the use of the Passive Parks Facility Rental Policy. Friends will inform the County of any requests for reservation or use that is not already authorized by this Agreement.

County retains management and decision-making authority on the Property including, but not limited to, maintenance, security, repairs, and improvement projects.

b. ***Compliance with Laws.*** Friends shall not make or permit any use of the Property 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 Property by County.

**8. CONDITION OF THE PROPERTY.** Friends is fully familiar with the physical condition of the Property. County has made no representation in connection with the Property and shall not be liable for any latent defects therein; provided, however, that if such latent defects

render the Property un-useable for the purposes of this Agreement, Friends may at its option, and upon written notice to County, terminate this Agreement.

Friends stipulates that they have examined the Property, including the grounds and all buildings, structures and improvements, and that Friends are fully aware of the conditions of the Property at the time of this Agreement.

**9. FRIENDS OBLIGATIONS.** Friends agrees and shall maintain the interpretive center on the Property as follows: (1) comply with all obligations primarily imposed by applicable provisions of building and housing codes materially affecting health and safety; (2) keep the Property reasonably safe and clean; (3) dispose from the interpretive center building all garbage, rubbish, and other waste in a reasonably clean and safe manner; (4) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the Property ; (5) not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Property or knowingly permit any person to do so who is on the Property with the Friend's permission or who is allowed access to the Property by Friends; (6) provide notice to the County of any issues on the Property regarding damage or destroyed items; (7) conduct themselves and require other persons on the Property with the Friend's permission or who are allowed access to the Property by Friends to conduct themselves in a manner that will not disturb the public or neighboring property owner's peaceful enjoyment of their Property; (8) dispel or cause to have dispelled from the property any individual(s) who do not have the express authorization or permission to occupy said Property either from Friends or the County; and (9) comply with this Agreement and rules and regulations which are enforceable pursuant to S.C. Code of Laws Section 27-35-75.

In addition to the obligations stated above, Friends shall also assist the County in educating visitors about the prohibition of metal detection and shall report the unauthorized use of metal detectors to the County.

**10. MAINTENANCE AND REPAIRS.** County will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition during the term of this Agreement and any renewal thereof subject to applicable law, the County shall keep and maintain the Property 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 Term of this Agreement or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to County or Friends negligence) only excepted. County shall have the sole authority on any decision to repair or replace any items. If any repair or replacement is needed that is due to the negligence of the Friends, Friends shall be responsible for the costs of such repairs and/or replacements.

**11. ALTERATIONS AND IMPROVEMENTS.** Friends and County will mutually agree to a decorating plan for the interpretive center building, including but not limited to placement of the diorama, displays, signage, media and reference materials. Any work done by the Friends or County 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 County 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 County at the end of the Term of this Agreement, unless County has provided written approval to Friends to retain and remove such items. In the event that Friends is granted permission to remove any fixtures or improvements, said removal costs shall be the sole responsibility of Friends. Should any damage or defacement be caused to occur as a result of the removal of any fixture, Friends agrees to repair any damage to the satisfaction of the County.

**12. LOCKS.** Friends agrees not to change any locks on any door, mailbox, gate, or otherwise. Should it become necessary, from time to time, for the County to change out any locks on the Property, County will provide notice to Friends and ensure that Friends continues to have uninterrupted access for the remainder of the Term of this Agreement.

**13. LOCKOUT.** If Friends becomes locked out of the Property, Friends shall contact the County to regain entry.

**14. RIGHT OF INSPECTION.** County and their agents shall have the unfettered right at all times during the term of this Agreement and any renewal thereof to enter the Property for any reason whatsoever, without notice.

**15. INSURANCE.** County has obtained insurance to cover liability and fire damage to the Property. Friends must obtain, and annually provide a copy of to the County, a Commercial General Liability Insurance policy with a minimum amount of \$1 million, listing the County as an additional insured, to cover damage or loss resulting from Friend's negligence.

**16. QUIET ENJOYMENT / PERMITTED OCCUPANTS.** County covenants that upon Friend's performance of the covenants and obligations herein contained, Friends shall peacefully and quietly have, hold, and enjoy the Property for the agreed term. County shall not allow or permit the Property to be occupied for purposes that may injure the reputation, safety, or welfare of the Property. County shall have the right to terminate this agreement should Friends fail to comply with the terms of this provision.

**17. SURRENDER OF PROPERTY.** At the expiration of the Term of this Agreement, Friends shall quit and surrender the Property in as good state and condition as they were at the commencement of this Agreement, reasonable use and wear thereof excepted.

**18. ABANDONMENT.** If County's right of entry is exercised following abandonment of the Property by Friends, then County may consider any property belonging to Friends and left on the Property to also have been abandoned, in which case County may keep or dispose of all such property in any manner County shall deem proper and is hereby relieved of all liability for doing so.

**19. DEFAULT.** In the event that Friends shall default in the observance or performance of any other of Friend's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, County may elect to enter upon said Property and to take possession thereupon, whereupon this Agreement shall absolutely terminate



and it shall be no defense to Friends that previous violations of any covenants have been waived by County either expressly or impliedly. Any such election by County shall not discharge Friend's obligations under this Agreement.

**20. TERMINATION.** Friends agrees to quit and deliver up the Property peaceably and quietly to County at the expiration or other termination of this Agreement. This Agreement may be terminated by either party prior to the date identified in Section 2, upon sixty (60) days written notice, or upon the occurrence of any default event as set forth in Section 19.

**21. INDEMNIFICATION.** Friends hereby agrees to indemnify and hold harmless the County against and from any and all claims or property damage, or personal injury, arising out of or with respect to Friend's use of the Property or from any activity, work, or thing done, permitted or suffered by Friends in or about the Property .

**22. NOTICES.** All official notices as required by this Agreement shall be given in hand or in writing through certified mail addressed to the receiving Party's address shown in the initial paragraph of this Agreement. Such notice shall be deemed delivered, if by hand when hand delivered or if by mail when deposited with the U.S. Postal Service. Additionally, all informal notices by County to Friends, or Friends to County, shall be given in writing through email.

**23. OTHER PROVISIONS.**

a. ***Independent Parties.*** It is mutually agreed that County is independent of Friends, and as such Friends shall exercise complete control over the actions performed by its employees, volunteers, or contractors. Additionally, the Parties mutually agree that this Agreement is for the sole purpose of the provisions of services set forth in this Agreement and does not establish an agency or employment relationship.

b. ***Mutual Cooperation.*** The Parties shall cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.

c. ***Disputes.*** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall be equally responsible for the cost of mediation.

d. ***Conflicting Terms.*** If the terms of this Agreement conflict with the terms included in any prior agreements, including but not limited to, the Memorandum of Understanding dated April 8, 2019; then terms in this Agreement shall prevail.

e. ***Amendment or Modification.*** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

b. ***Binding Effect.*** This Agreement 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 County and Friends.

c. ***No Third Party Beneficiaries.*** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.

d. ***Assignment and Subletting.*** Friends shall not assign this Agreement, or sublet or grant any concession of license to use the Property or any part thereof. An assignment, subletting, concession of license, or an assignment or subletting by operation of law, shall be void and shall at County's option, terminate this Agreement.

e. ***Counterparts.*** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.

f. ***Captions.*** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

g. ***Severability.*** If any portion of this Agreement 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 Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

h. ***Waiver.*** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

i. ***Applicable Law.*** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

***Signature Page to Follow***

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

**COUNTY:**

Beaufort County

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Ashley M. Jacobs, County Administrator

\_\_\_\_\_  
Witness

**FRIENDS:**

Friends of Fort Fremont Historical Park, Inc.

\_\_\_\_\_  
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.

## EXHIBIT A

STATE OF SOUTH CAROLINA     )  
   )     MEMORANDUM OF UNDERSTANDING  
COUNTY OF BEAUFORT         )

### **Agreement No. 2019/ 11**

8<sup>th</sup> This Memorandum of Understanding (hereinafter "Agreement") is entered into on this day of April, 2019 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter the "County"), and the Friends of Fort Fremont Historical Park, Inc., a nonprofit corporation organized under the laws of the State of South Carolina (hereinafter the "Friends").

**WHEREAS**, a purpose of the Rural and Critical Land Preservation program is to preserve, interpret, and manage its passive parks properties for the benefit, education, and enjoyment of the citizens and visitors of Beaufort County; and

**WHEREAS**, in 2004 and 2010 the County purchased what is known today as Fort Fremont Preserve (hereinafter the "Preserve") through the Rural and Critical Lands Preservation Program; and

**WHEREAS**, the County desires to enhance the historical and cultural value of the Preserve by interpreting the place in American History that the Fort held in the late 19<sup>th</sup> and early 20<sup>th</sup> Century; and,

**WHEREAS**, the Friends is a South Carolina Nonprofit Corporation in good standing formed on September 21, 2009; the Friends is a public charity qualified under Internal Revenue Code § 501(c)(3) by an IRS determination letter dated January 21, 2011; all individuals from Friends providing services hereunder, and all of its officers, directors, and members, are not compensated and are volunteers as defined in the Volunteer Protection Act, 42 USC §§ 14501 – 14505; and

**WHEREAS**, the Friends mission is to preserve and promote the Preserve as an educational, historical, natural, and cultural resource of the Spanish American War era; and

**WHEREAS**, the Friends, by extending its services to the County, is willing to assist in interpreting the Preserve to citizens and visitors as may be necessary from time to time; and,

**WHEREAS**, County is in the process of constructing a building expected to be used by the Friends subject to a separate "Facility Use Agreement" and "Operating Plan"; and

**WHEREAS**, the Friends shall function as volunteers to supplement and not supplant the rightful role of the County to determine the management and the operation of the Preserve; and,

**WHEREAS**, the County and the Friends recognize the value of the successful implementation of this agreement.



**NOW, THEREFORE**, under the authority of the Community Development Code in Division 5.10.10 Historic Preservation of Historic Properties, the parties agree to the following:

## **DEFINITIONS**

As used throughout this Agreement, the following items shall have meaning set forth below:

“County” shall mean The Beaufort County Government and all departments that fall within the structure of the Beaufort County Council and the Beaufort County Administration.

“Friends” shall mean the Friends of Fort Fremont Historical Park, Inc. or any entity performing services under this Agreement, and shall include all personnel (officers, directors, members, or volunteers) thereof.

“Preserve” shall mean the Fort Fremont Preserve including the land, buildings, and structures that fall within the parcel boundaries.

## **TERM**

The initial term of this Agreement shall cover a period of twelve (12) months commencing on the date entered, unless terminated sooner pursuant to the provisions of the Agreement. The term of this Agreement may be extended for four (4) additional one-year periods upon the written approval of both the County and the Friends.

## **AUTHORIZATION**

The County hereby authorizes the Friends to access and utilize the Preserve, and to provide services to the citizens and visiting public at the Preserve, subject to the terms and conditions stated in the Facility Use Agreement and annual Operating Plan.

## **MUTUAL SUPPORT**

The Friends may use any monies and gifts raised to further support the purposes of the Preserve. The County agrees to use gifts or monies derived from special events held at the Preserve sponsored by the Friends to support the shared mission of the parties.

## **COMPENSATION**

This agreement does not obligate County funds. Any endeavor involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations and procedures. The Friends will provide non-compensated volunteers to the County.

## **HISTORIC PRESERVATION, SAFETY, MAINTENANCE, UPKEEP AND APPEARANCE**

The Friends may use the Preserve to provide interpretive displays, services, assistance, and activities as provided for in the Facility Use Agreement and Operating Plan and as approved by the County.

### **The following guidelines shall apply:**

- a. The County shall be responsible for historic preservation and safety of the Preserve.
- b. The County shall be responsible for all exterior and interior maintenance and repair, for all grounds maintenance, and for janitorial services.
- c. The County shall provide and pay for all utility services necessary for the operation of the Preserve, as determined by the County.
- d. The Friends shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the premises.
- e. The Friends shall keep the premises reasonably safe and clean by locking the interpretive center upon exiting and disposing of garbage, rubbish, and other waste generated during the Friends use of the Preserve in a clean and safe manner.
- f. The Friends will use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating air-conditioning, and other facilities and appliances in the premises. Air-conditioning and heating settings will be agreed upon by both parties.
- g. The Friends will 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 Friends permission or who is allowed access to the premises by the Friends.
- h. The Friends shall notify the County of any structural/utility problems and/or vandalism.

## **FISCAL OPERATION**

The Friends shall conduct its fiscal operations in accordance with accepted business practices in compliance with IRS mandates for non-profit organizations.

## **OPERATING PLAN**

The Friends shall annually, by December 1, submit to the Passive Parks Manager an Operating Plan for the ensuing calendar year which shall be subject to the approval by the County. The Friends rights under this Agreement are conditioned upon the existence of an approved Operating Plan. The Operating Plan shall include proposed services, activities, events, and/or programs the Friends plan for the Preserve.

## **ANNUAL REPORT**



The Friends shall annually, by March 1, submit to the Passive Parks Manager an Annual Report for the previous year's operation at the Preserve.

#### **APPEALS OF PASSIVE PARKS MANAGER**

Any decision of the Passive Parks Manager authorized under this Agreement that affects Friends, may be directly appealed to County Council. An authorized representative of Friends may submit a written request to the County Administrator to appeal a decision of the Passive Parks Manager. Upon receiving a written request for an appeal, the County Administrator shall place the item on the next scheduled County Council meeting that allows for meeting all notice requirements for meetings of public bodies under the South Carolina Freedom of Information Act.

#### **ACCESS TO PREMISES**

The County shall have the right of access to any portion of the premises at any time by any of its officers, employees, or agents to ensure compliance with the terms of this agreement, or for any other reason in carrying out its responsibilities for the operation of the Preserve.

The Friends shall have access to the premises to carry out its responsibilities as agreed upon in the Facility Use Agreement and Operating Plan.

#### **ADVERTISEMENT**

The Friends shall acknowledge the County in any advertising related to activities undertaken pursuant to this Agreement. Any advertising or display materials shall clearly identify the Preserve or facility as a County Passive Park. The County shall acknowledge the Friends in appropriate publications and announcements, in accordance with County policies and State and Federal law.

#### **AMENDMENTS**

This Agreement may not be altered, amended, or waived except by written instrument executed by both parties.

#### **ASSIGNMENT**

No transfer or assignment of this Agreement in whole or in part shall be made unless approved in writing by the County.

#### **COMPLIANCE WITH LAWS**



In the performance of this Agreement, the Friends shall comply with all applicable federal and state laws, including the IRS, as now in effect or hereafter enacted or amended. Nothing herein shall be interpreted as a waiver by either party of any provision of South Carolina or Federal law.

#### **DISCLAIMER OF RELATIONSHIP**

Nothing contained in this Agreement nor any act of the County and/or the Friends shall be deemed or construed by either of the parties, nor by any third person, to create any other legal relationship between the parties, including, but not limited to, that of employer/employee, third-party beneficiary, principal, agent, limited or general partnership, joint venture, landlord/tenant, or other relationship.

#### **INTELLECTUAL PROPERTY**

The Friends retain all intellectual property rights to any material they develop, subject to review and approval by the Passive Parks Manager, unless County funds are used in the development of said material.

#### **TERMINATION**

This Agreement may be terminated for convenience by either party with 90 days written notice. The Agreement may be terminated by either party with 30 days written notice for breach of terms. This Agreement will automatically terminate if the Friends lose its tax-exempt 501(c)(3) status. The Facility Use Agreement, as referenced herein, is automatically terminated if this Agreement is terminated.

#### **INSURANCE**

Friends shall maintain at all times no less than \$1,000,000 in general liability insurance coverage (each occurrence) and no less than \$2,000,000 general liability insurance in the aggregate. The County shall be named as an additional insured on the Friends insurance policy.

#### **AUTHORITY**

The parties herein represent and warrant each to the other that they have all the requisite power and authority to enter into this Agreement and perform their obligations under this Agreement.

WITNESSES:

BEAUFORT COUNTY

Chris Harris

Sarah W. B.

SMC

Stacy

By: John Weaver

Name: John Weaver

Title: Interim County Administrator

Date: 3/29/2019

FRIENDS OF FORT FREMONT  
HISTORICAL PARK, INC.

By: Roderick E. Kesting

Name: RODERICK E. KESTING

Title: President Board of Directors

Date: 4/8/2019

Approved as to Form:

By: Thomas J. Keaveny

Name: Thomas J. Keaveny, II

Title: County Attorney

Date: April 2, 2019



## BEAUFORT COUNTY COUNCIL

### Agenda Item Summary

**Item Title:**

RFP#021220 - Project Management, Landscape Installation & Maintenance Services for the Highway 17 Medians and Traffic Circle at Gardens Corner

**Council Committee:**

Natural Resources Committee

**Meeting Date:**

March 2, 2020

**Committee Presenter (Name and Title):**

Dave Thomas, Purchasing Department Director and Nancy R. Moss, Community Development Planner

**Issues for Consideration:**

On February 12, 2020, the Purchasing Department received three responses to the above IFB. See the attached memo. The Community Development Department Staff reviewed all of the responses and selected The Greenery, Inc. as the number one ranked firm. The Greenery, Inc. provided the lowest price of \$97,334.00

**Points to Consider:**

This service includes landscape site preparation/grading, a twelve (12) month hand-watering, warranty and maintenance program to facilitate plant establishment, cost and installation of plants, the cost of pine straw mulch with installation and weed control & hardwood mulch application under 14 existing specimen live oak trees adjacent to the traffic circle. In addition to the twelve month maintenance program which is estimated to begin on May 15, 2020 the service also includes an additional two (2) years of landscape maintenance for a total of three (3) years of landscape maintenance which is estimated to end on May 14, 2023.

**Funding & Liability Factors:**

\$97,334.00 from account 20120012-51160 Tree Reforestation Fund for North-of-the-Broad beautification projects. Balance was \$425,000.

**Council Options:**

1. Approve the contract award
2. Do not approve the contract award.

**Recommendation:**

The Purchasing Department recommends that the Natural Resources Committee approve the contract award to The Greenery, Inc. in the amount of \$97,334.00 for the aforementioned Landscaping Services from the finding sources listed above.





David L Thomas, Purchasing Director  
dthomas@bcgov.net 843.255.2353

## COUNTY COUNCIL OF BEAUFORT COUNTY

### PURCHASING DEPARTMENT

106 Industrial Village Road, Bldg. 2, Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

**TO:** Councilwoman Alice Howard, Chairman, Natural Resources Committee

**FROM:** David L Thomas, CPPO, Purchasing Director

**SUBJ:** New Contract as a Result of Solicitation  
Recommendation of Contract Award for RFP #021220, Project Management, Landscape Installation & Maintenance Services for the Highway 17 Medians and Traffic Circle at Gardens Corner

**DATE:** 03/02/2020

#### **BACKGROUND:**

On February 12, 2020, Beaufort County received three proposals for landscaping services for the Highway 17 traffic medians and traffic circle at Gardens Corner in Sheldon, South Carolina. This service includes landscape site preparation/grading, a twelve (12) month hand-watering, warranty and maintenance program to facilitate plant establishment, cost of plants and installation of plants, the cost of pine straw mulch with installation and weed control and hardwood mulch under 14 specimen live oak trees adjacent to the traffic circle. In addition to the twelve month maintenance program which is estimated to begin on May 15, 2020, the service also includes an additional two (2) years of landscape maintenance for a total of three (3) years of landscape maintenance which is estimated to end on May 14, 2023. The evaluation committee consisting of Robert Merchant, Assistant Community Development Department Director, Amanda Flake, Beaufort County Natural Resources Planner, and Nancy Moss, Community Development Planner, evaluated the bids for the following three firms: BrightView Landscape Services, Inc.; Lowcountry Landscapers, Inc.; and, The Greenery, Inc. on February 18, 2020, and selected The Greenery, Inc. as their number one ranked firm. Please see below the three firms that submitted proposals for this project, then their final ranking.

#### **VENDOR INFORMATION:**

1. The Greenery, Inc., Hilton Head Island, SC 29938
  2. BrightView Landscape Services, Inc., Bluffton, SC 29910
  3. Lowcountry Landscapers, Inc., Walterboro, SC 29488
- \*All firms are self-performing this project.

#### **COST:**

\$ 97,334.00

\$137,873.42

\$179,165.25

**FUNDING:**

Funding is from the North-of-the-Broad Solar Panel Tree Mitigation Account as part of the Tree Reforestation Trust Fund. As of February 13, 2020, the balance was \$425,000.

Funding approved: Yes

By: aholland

Date: 02/21/2020

**FOR ACTION:**

Natural Resources Committee meeting on Monday, March 2, 2020, at 3:30 p.m.

**RECOMMENDATION:**

The Purchasing Department recommends that the Natural Resources Committee approve the contract award to The Greenery in the amount of \$97,334 for the aforementioned landscaping services from the funding source listed above.

Attachment:  RFP021220.pdf  
1.03 MB  No file attached

cc: Ashley Jacobs, County Administrator

Approved: Yes

Date: 02/24/2020

Check to override approval: ☐ Overridden by:

Override Date:

Alicia Holland, Assistant County Administrator, Finance

Approved: Yes

Date: 02/21/2020

Eric Greenway Director, Community Development Departme

Approved: Yes

Date: 02/24/2020

Check to override approval: ☐ Overridden by:

Override Date:

ready for admin: ☒**After Initial Submission, Use the Save and Close Buttons**



**COUNTY COUNCIL OF BEAUFORT COUNTY**  
**PURCHASING DEPARTMENT**

106 Industrial Village Road  
Post Office Drawer 1228  
Beaufort, South Carolina 29901-1228

TO: Councilwoman Alice Howard, Chairman, Natural Resources Committee

FROM: Dave Thomas, CPPO, Purchasing Director

SUBJ: **Recommendation of Contract Award for RFP# 021220 Project Management, Landscape Installation & Maintenance Services for the Highway 17 Medians and Traffic Circle at Gardens Corner**

DATE: March 2, 2020

**BACKGROUND:** On February 12, 2020, Beaufort County received three proposals for landscaping services for the Highway 17 traffic medians and traffic circle at Gardens Corner in Sheldon, South Carolina. This service includes landscape site preparation/grading, a twelve (12) month hand-watering, warranty and maintenance program to facilitate plant establishment, cost of plants and installation of plants, the cost of pine straw mulch with installation and weed control and hardwood mulch under 14 specimen live oak trees adjacent to the traffic circle. In addition to the twelve month maintenance program which is estimated to begin on May 15, 2020, the service also includes an additional two (2) years of landscape maintenance for a total of three (3) years of landscape maintenance which is estimated to end on May 14, 2023. The evaluation committee consisting of Robert Merchant, Assistant Community Development Department Director, Amanda Flake, Beaufort County Natural Resources Planner, and Nancy Moss, Community Development Planner evaluated the bids for the following three firms: BrightView Landscape Services, Inc.; Lowcountry Landscapers, Inc.; and, The Greenery, Inc. on February 18, 2020 and selected The Greenery, Inc. as their number one ranked firm. Please see below the three firms that submitted proposals for this project, then their final ranking.

**FIRMS FINAL RANKING:**

**Cost:**

1. The Greenery, Inc., Hilton Head Island, SC 29938	\$ 97,334.00
2. BrightView Landscape Services, Inc., Bluffton, SC 29910	\$137,873.42
3. Lowcountry Landscapers, Inc., Walterboro, SC 29488	\$179,165.25

\*All firms are self-performing this project.

**FUNDING:** Funding is from the North-of-the-Broad Solar Panel Tree Mitigation Account as part of the Tree Reforestation Trust Fund. There was \$425,000.00 as of February 13, 2020

**FOR ACTION:** Natural Resources Committee meeting on Monday, March 2, 2020 at 3:30 p.m.

**RECOMMENDATION:** The Purchasing Department recommends that the Natural Resources Committee approve the contract award to The Greenery in the amount of \$97,334.00 for the aforementioned Landscaping Services from the funding source listed above.

CC: Ashley M. Jacobs, County Administrator  
Alicia Holland, Asst. Co. Administrator, Finance  
Eric Greenway, Community Development Department Director

Att: Final Ranking Summary, Budget Report, Landscape Plan Drawing

RFP#021220

PROJECT MANAGEMENT, LANDSCAPE INSTALLATION & MAINTENANCE SERVICES  
FOR THE HIGHWAY 17 MEDIANS AND TRAFFIC CIRCLE AT GARDENS CORNER

NAME OF COMPANY	# DAYS TO COMPLETE	BASE PRICE	YR. 2 MAINT. \$	YR. 3 MAINT. \$	TOTAL \$
BrightView Landscape	30	89,609.42	23,544.00	24,720.00	137,873.42
Lowcountry Landscapers, Inc.	25	\$91,415.25	52,650.00	\$35,100.00	179,165.25
The Greenery, Inc.	15	65,654.00	15,840.00	15,840.00	97,334.00



**PM Landscape and Maintenance HWY 17 Medians and Traffic Circle at Gardens Corner**

**RFP 021220**

**Summary Score Sheet**

<b>Evaluators</b>	<b>Name of Company</b>	<b>Name of Company</b>	<b>Name of Company</b>
	<u>The Greenery</u>	<u>BrightView</u>	<u>Lowcountry Landscapers</u>
R. Merchant	95	84	42
A. Flake	100	95	73
N. Moss	98	93	71
<b>TOTALS:</b>	<b>293</b>	<b>272</b>	<b>186</b>
1. The Greenery, Inc.			
2. BrightView			
3. Lowcountry Landscapers, Inc.			



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Regional Housing Trust Fund Steering Committee Appointment

#### Council Committee:

NRC

#### Meeting Date:

March 3, 2020

#### Committee Presenter (Name and Title):

Eric Greenway

#### Issues for Consideration:

Beaufort County Council has the option of appointing two (2) members to the Steering Committee that will guide the development of the recommendation for establishing a Regional Housing Trust Fund. The two (2) names suggested are Mrs. Allison Coppage with Beaufort Memorial Hospital and Mr. Ben Boswell with the Beaufort County Human Services Department.

#### Points to Consider:

Should the Committee appoint these individuals to the RHTFSC.

#### Funding & Liability Factors:

None for these appointments.

#### Council Options:

To approve the appointments of Mrs. Allison Coppage and Mr. Ben Boswell to the RHTF Steering Committee.

To name other individuals to fill these two (2) slots.

#### Recommendation:

Staff recommends that Mrs. Allison Coppage and Mr. Ben Boswell be appointed to the RHTF Steering Committee.

**Steering Committee Representatives:**      2 Representatives from each Jurisdiction:

Bluffton:	Heather Colin, Director of Growth Management Dan Wood, Council Member, Affordable Housing Committee
Port Royal:	Wendy Zara, Resident Pamela Frese, Resident
Town of Yemasee:	Matt Garnes, Town Clerk Greg Alexander, Building Inspector
Hilton Head:	Shawn Colin, Director of Community Development Jennifer Ray, Deputy Director of Community Development
City of Beaufort:	Phil Cromer, Council Member David Prichard, Community and Economic Development Director
City of Hardeeville:	Tedd Moyd – Executive Director of Jasper County Neighbors United Missy Yost – REALTOR with Century 21 Diamond Realty
Jasper County:	In Process
Beaufort County:	In Process

**1 Representative from each:**

Home Builders Assoc.  
Habitat for Humanity  
Housing Authority  
Realtors Assoc.  
Jasper Neighbors United  
Financial Industry



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

Beaufort County Passive Parks Program Update

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

March 2, 2020

#### Committee Presenter (Name and Title):

Stefanie M. Nagid, Passive Parks Manager

#### Issues for Consideration:

Hear a presentation regarding the status of the Beaufort County Passive Parks Program.

#### Points to Consider:

N/A

#### Funding & Liability Factors:

N/A

#### Council Options:

N/A

#### Recommendation:

N/A

# BEAUFORT COUNTY PASSIVE PARKS PROGRAM

STEFANIE M. NAGID – PASSIVE PARKS MANAGER

MARCH 2, 2020

# PASSIVE PARKS PUBLIC USE WORK PLAN

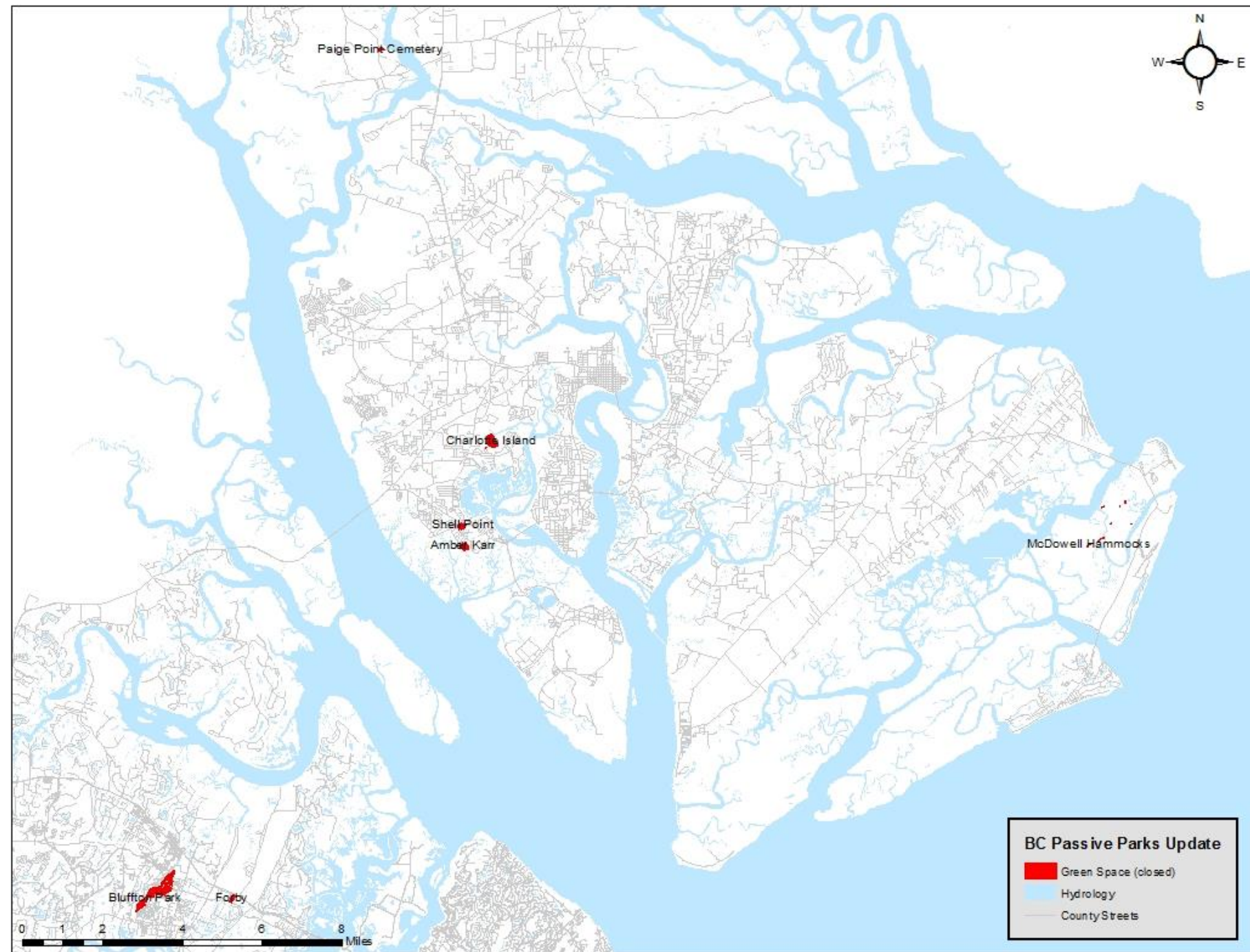
- Accomplishments

- 13,552 fee-simple acres acquired
- Passive Parks Ordinance (2018/53) adopted December 2018
- Facility Rental Policy adopted February 2019
- Priority Property Budget Allocations adopted May and November 2019
- Initiated and Continues:
  - Gates and Keys
  - Boundary Signage
  - Property Inspections
  - Record Keeping
  - Branding and Marketing Standards
  - Stakeholder Engagement
  - Timber Management Plans



Green Space  
Closed to the Public  
203 acres

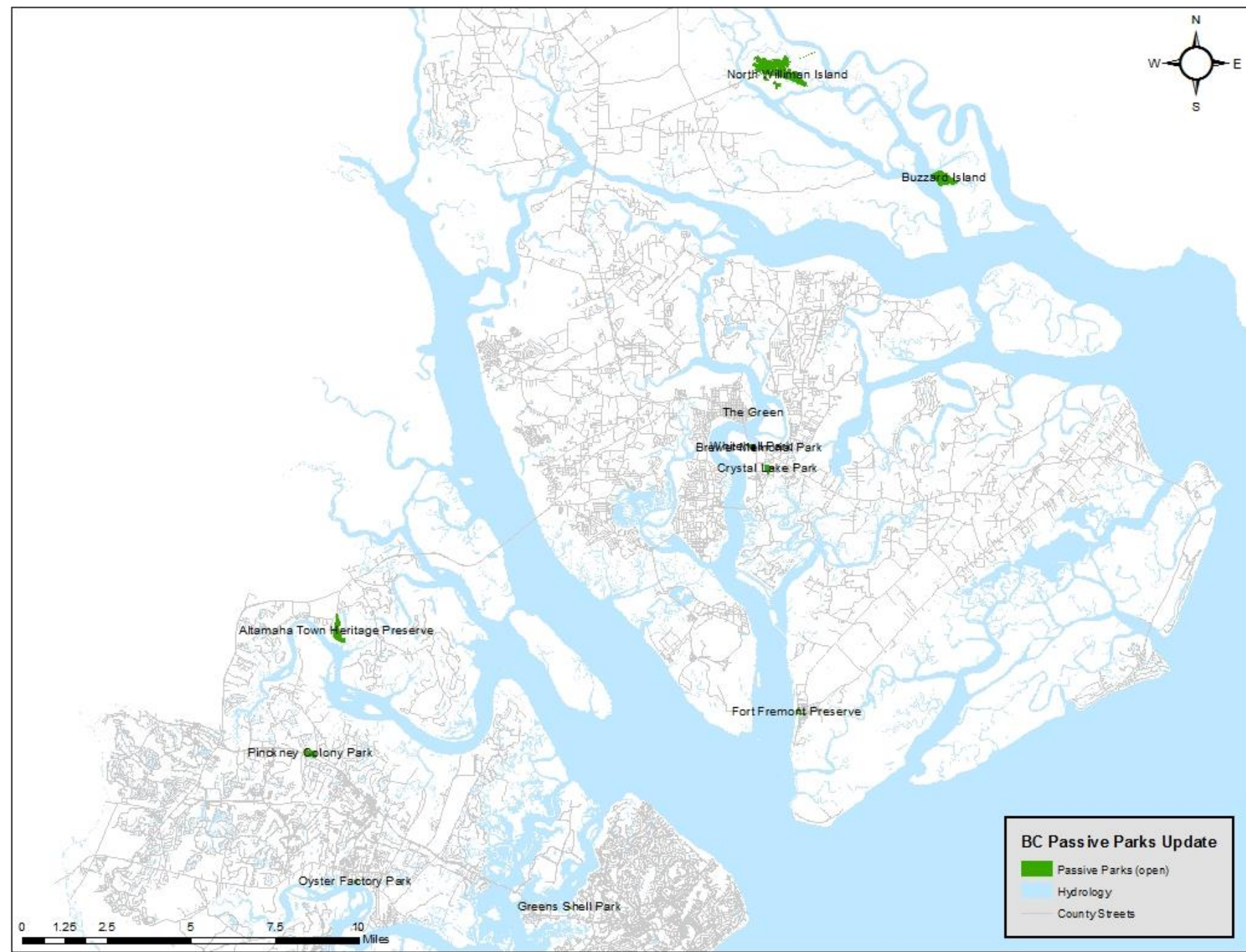
\*More may be identified



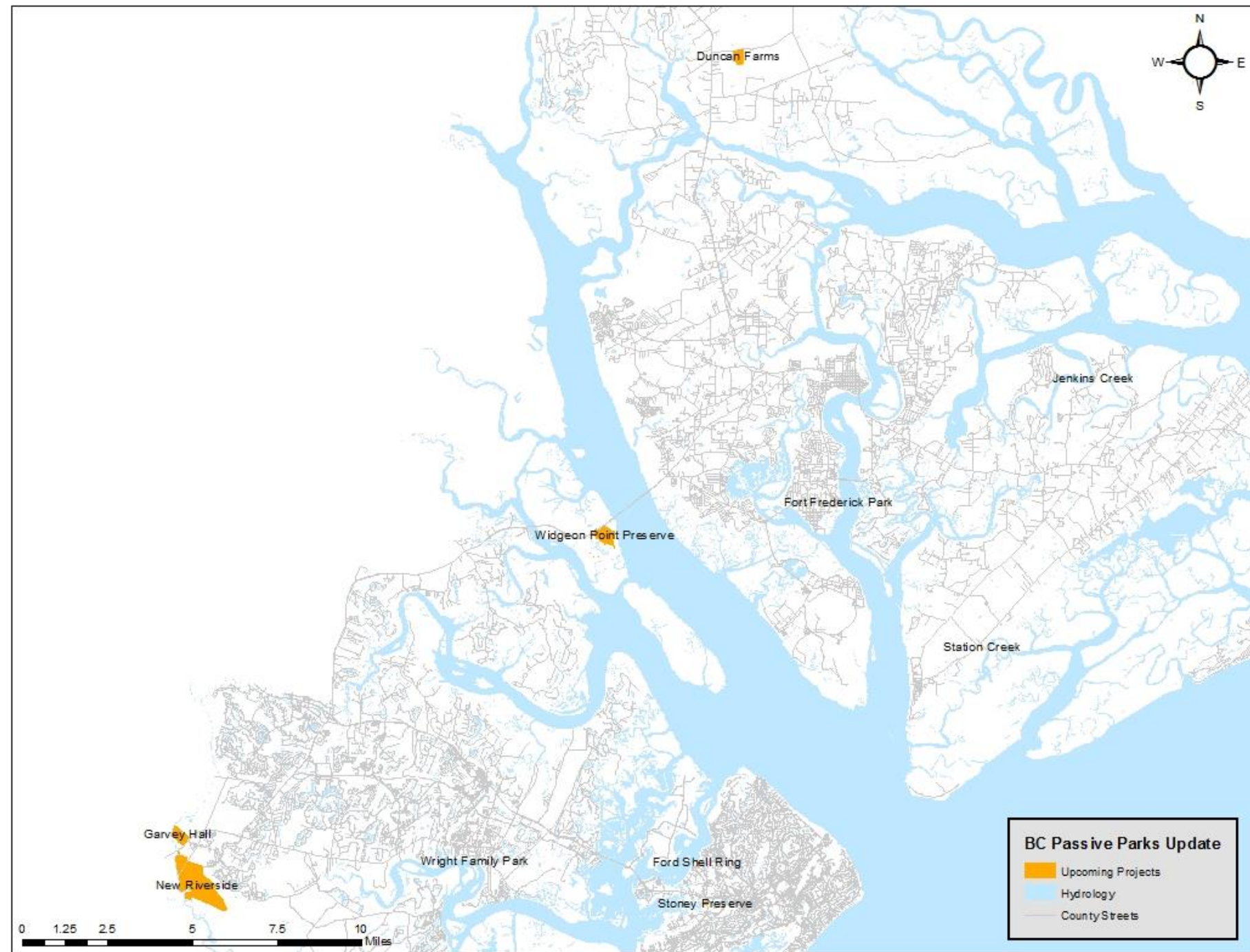


Passive Parks  
Open to the Public  
795 acres

\*More will be added



Upcoming Projects  
To be opened to the public  
1,138 acres





# NEXT STEPS

- Individual property management plans
  - Resource management needs
  - Public use opportunities
  - Revenue generation possibilities
- Boundary posting
- Timber and vegetation management
- Prescribed burning
- Invasive exotic plant control

# FOR ADDITIONAL INFORMATION

- Beaufort County Passive Park Website
  - <https://www.beaufortcountysc.gov/planning/passive-parks/index.html>
- Beaufort County Passive Parks Manager
  - Stefanie M. Nagid, [snagid@bcgov.net](mailto:snagid@bcgov.net), 843-255-2152



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## BEAUFORT COUNTY COUNCIL

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### Agenda Item Summary

#### Item Title:

BOARDS AND COMMISSIONS VACANCIES

#### Council Committee:

Natural Resources Committee

#### Meeting Date:

March 2, 2020

#### Committee Presenter (Name and Title):

#### Issues for Consideration:

Rural and Critical Lands Board - 1 Vacancy (District 7)  
Southern Beaufort County Corridor Beautification Board - (District 9 - Doug Novak Resigned, District 5 and Town of Bluffton Appointee)

#### Points to Consider:

#### Funding & Liability Factors:

None.

#### Council Options:

Approve, Modify or Reject

#### Recommendation:

Approve

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation




RURAL AND CRITICAL LANDS PRESERVATION BOARD

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
1. Arthur H. Baer (District 1) 	(H)843-466-9099	2/25/2019 (partial-term)			2/21	1	Caucasian	North	Male
2. Bob Bender (District 4) 	(H)843-524-6600	3/25/2013 (partial-term)	3/9/2015 2/11/2019	4	2/23	4	Caucasian	North	Male
3. Terry Hill (District 6) 	(H)843-368-9413	5/8/2017	2/11/2019	4	2/23	6	Caucasian	South	Male
4. Douglas Koop (District 5) 	(H)989-941-5340	11/5/2018 (partial-term)			2/21	5	Caucasian	South	Male
5. Walter Mack (District 3) 	(H)512-969-7300	2/20/2017		4	2/21	3	African American	North	Male
6. Michael Mathews, Chairman (District 9) 	(H)843-757-2339 (O)908- 399-7587	12/8/2014 (parital-term)	2/11/2019	4	2/23	9	Caucasian	South	Male

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

RURAL AND CRITICAL LANDS PRESERVATION BOARD

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
7. Gail O'Kane (District 11) 	(H)843-682-2756	5/26/2015	2/11/2019	4	2/23	11	Caucasian	South	Female
8. Dorothy Scanlin (District 10) 	(H)843-715-0429	3/14/2016	2/11/2019	4	2/23	10	Caucasian	South	Female
9.		3/28/2016 (partial-term)	2/20/2017	4	2/21	7			
10. Beekman Webb (District 2) 	(O)843-521-4420 (M)843-592-3800	9/24/2018 (partial-term)	2/11/2019	4	2/23	2	Caucasian	North	Male



Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

**RURAL AND CRITICAL LANDS PRESERVATION BOARD**

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
11. Ryan Stefonick (District 8)		8/26/2019 (Partical-term)		4	2/23	8	Caucasion	South	Male

County Liason Alice Howard ( Natural Resources)

**Authorized Membership:** 11  
(11 - one from each Council District)  
**Vacancy:** 1  
**Terms Expired:** 0

**Historical Background:**

Resolution 2006/22  
Ordinance 2003/22  
Ordinance 2000/29  
Ordinance 1999/19  
Ordinance 1998/23

\* Members' terms will be staggered and will serve the same term as the appointing member of Council.

# APPLICATION



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 provide 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
- ☐ Assessment Appeals
- ☐ Beaufort County Transportation
- ☐ Beaufort-Jasper Economic Opportunity
- ☐ Beaufort-Jasper Water & Sewer
- ☐ Beaufort Memorial Hospital
- ☐ Bluffton Township Fire
- ☐ Burton Fire
- ☐ Coastal Zone Management Appellate (inactive)
- ☐ Construction Adjustments and Appeals
- ☐ Daufuskie Island Fire
- ☐ Design Review
- ☐ Disabilities and Special Needs
- ☐ Economic Development Corporation
- ☐ Forestry (inactive)
- ☐ 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 Recreation
- ☐ Planning \*
- ☒ Rural and Critical Lands Preservation
- ☐ Sheldon Fire
- ☐ Social Services (inactive)
- ☐ Solid Waste and Recycling
- ☐ Southern Beaufort County Corridor Beautification
- ☐ Stormwater Management Utility
- ☐ Zoning

DATE: 2/26/20 NAME: John T MAFFEI

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 470632185

OCCUPATION: Retired (Former Inspector General DeCA)

TELEPHONE: (Home) 843 949-7022 (Office) \_\_\_\_\_ EMAIL: john.t.maffei@gmail.com

HOME ADDRESS: \_\_\_\_\_ STATE: SC ZIP CODE: \_\_\_\_\_

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", what is the name of the board and when does term expire? \_\_\_\_\_

- Please return completed form and a brief resume' either Email or U.S. Mail:
  - Email: [boardsandcommissions@bcgov.net](mailto:boardsandcommissions@bcgov.net)
  - U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- 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 to serve on the Planning Commission must fill out the questionnaire on page 2.

Applicant's Signature: \_\_\_\_\_

Submit by Email

## Biography of John T. Maffei

### Work Experience

- Inspector General (IG) Defense Commissary Agency (DeCA) 2004-2012
- DeCA Deputy IG 1993-2004; supervised auditors & inspectors
- DeCA NW Pacific Region Operations Chief (Asian, Hawaiian, NW-US) 1991-1993; DeCA 2012 Sales were \$5B with 16K employees worldwide
- Several Management positions in private and public resale 1966-1991
- Retired from Civil Service July 1, 2012

### Volunteer Experience

- Current Member of Bluffton SC Rotary Club
- Low Country Community Church Bluffton SC
- HOA member in various communities resided

### Education

- Master of Public Administration, Virginia Commonwealth U. in 1999
- Bachelor of Arts in English & Education, Fairleigh Dickinson U. in 1972
- Federal Executive Institute Graduate, Charlottesville, VA in 2008

### Personal

- Moved to Bluffton, SC from VA in June 2016
- Spouse: Margaret A, Maffei, retired Real Estate Broker
- For 12 years lived in a rural community in New Kent, VA

February 26, 2020

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

# SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
1. Sallie Brach, Vice Chairman (Council District 6)	(H)843-705-6771	6/10/2013	2/20/2017	4	2/21	6	Caucasian	South	Female
2. Stephen Brown (Council District 7)	(H)843-368-9413	5/8/2017		4	2/21	7	Caucasian	South	Male
3. Roberta Cope-Foss (Council District 11)	(H)843-842-2385 (O)843-816-3739	4/9/2018 (parital term)		4	2/21	11	Caucasian	South	Female
4. Carol J. Humphrey	(H)843-342-2510	9/9/2013	2/20/2017	4	2/21	10	Caucasian	South	Female
5. Chairman ? (Council District 9)			2/20/2017	4	2/21	9		South	

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

Seeking Reappointment  
Intent Unknown  
Vacancy / Resignation

**SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICATION BOARD**

	<u>Telephone</u>	<u>Appointed</u>	<u>Reappointed</u>	<u>Term- Years</u>	<u>Term Expires</u>	<u>CC District</u>	<u>Ethnicity</u>	<u>North/ South</u>	<u>Gender</u>
6. Todd Theodore (Town of Hilton Head Island appointee) [REDACTED]	(H)843-342-6703	6/23/2014	2/19/2018	4	2/22	8	Caucasian	South	Male
7. Dennis J. Nielson (Hilton Head Island / Bluffton) [REDACTED]	(H)843-836-3761 (O)843-290-1919	8/26/2019 (parital term)		4	2/21	8	Caucasian	South	Male
8. Vacant (Council District 5)									
9. Town of Bluffton Appointee					2/21				

**Authorized Membership: 9**  
 One - County District 5  
 One - Council District 6  
 One - Council District 7  
 One - Council District 8  
 One - Council District 9  
 One - Council District 10  
 One - Council District 11  
 One - Nominated by Town of Bluffton for appointment by County Council.  
 One - Nominated by Town of Hilton Head Island for appointed by County Council.  
**Vacancies: 2**  
**Terms Expired: 0**

**Historical Background:**  
 Ordinance 2013 / 12  
 Resolution 2012 / 24





Southern Beaufort County Corridor Beautification Board (Applicants)					
Name	Council District	Ethnicity	Primary Interest or Expertise	Other ABC Interest	Date Application Received
Nielsen, Dennis	8	Caucasian	Retired		June 2019
Lust, Elaine	8	Caucasian	Retired - Controller		September 2018