



Community Services and Land Use Committee Beaufort County, SC

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

Monday, May 13, 2024
3:00 PM

AGENDA

COMMITTEE MEMBERS:

ALICE HOWARD, CHAIR
GERALD DAWSON
THOMAS REITZ

YORK GLOVER, VICE-CHAIRMAN
PAULA BROWN
JOSEPH PASSIMENT, EX-OFFICIO

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- *April 8, 2024 and October 9, 2023*
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**
Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.
7. ASSISTANT COUNTY ADMINISTRATOR REPORT- *Charles Atkinson*

AGENDA ITEMS

8. PRESENTATION OF FRIENDS OF FORT FREMONT 2023 ANNUAL REPORT - *Barney Forsythe, President, Friends of Fort Fremont*
9. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM ADMINISTRATOR TO EXECUTE A VOLUNTEER SERVICE AGREEMENT WITH THE FRIENDS OF FORT FREMONT TO ALLOW THEM TO PROVIDE VOLUNTEER SERVICES TO BE PERFORMED AT THE FORT FREMONT PRESERVE AND HISTORY CENTER FOR THE BENEFIT OF THE COUNTY - *Stefanie M. Nagid, Passive Parks Department Director*

- [10.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO SUPPORT THE RECOMMENDATION TO THE GOVERNOR OF SOUTH CAROLINA FOR THE NOMINATION OF THE BEAUFORT COUNTY “CAROLINA BRIGHT” ESTUARY SYSTEM INTO THE NATIONAL ESTUARY SYSTEM
- [11.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT BY THE APPLICANT OF FEE SIMPLE REAL PROPERTY LOCATED ON HILTON HEAD ISLAND, KNOWN AS THE MITCHELVILLE TRACT (PIN# R510 005 000 0007 0000), NOT TO EXCEED THE FINAL VALUE AS DETERMINED BY A NEW APPRAISAL AFTER THE COMPLETION OF AN UPDATED PLAT, RESOLUTION OF ALL LEGAL ISSUES/CLAIMS, CONTINGENT UPON FULL LEGAL DESCRIPTION, AND SHALL REQUIRE THAT ANY FUNDS RECEIVED FROM GRANTS, PRIVATE, FEDERAL, OR STATE FUNDING BE USED SOLELY TO REIMBURSE THE EXPENDITURE OF THE GREEN SPACE PROGRAM (***FISCAL IMPACT: TBD – Final amount is unknown until staff completes and reviews necessary due diligence in accordance with the Green Space Advisory Committee’s recommendation and Green Space Program guidelines***) - *Mike McShane, Chairman of the Green Space Advisory Committee*
- [12.](#) RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO ESTABLISH BEAUFORT COUNTY’S COMMUNITY DEVELOPMENT PRIORITY LIST - *Audra Antonacci – Ogden, Assistant County Administrator*
- [13.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AMENDING CHAPTER 38 ENVIRONMENT, ARTICLE VI SINGLE USE PLASTIC BAGS SECTION 38-161, PURPOSE; SECTION 38-162 DEFINITIONS; SECTION 38-163 REGULATIONS; AND SECTION 38-164 EXEMPTIONS OF THE BEAUFORT COUNTY CODE OF ORDINANCES - *Brian Hulbert, Deputy County Attorney*
14. ADJOURNMENT

TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



Community Services and Land Use Committee Beaufort County, SC

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

Monday, April 08, 2024
3:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting <https://beaufortcountysc.new.swagit.com/videos/301976>

COMMITTEE MEMBERS:

ALICE HOWARD, CHAIR
GERALD DAWSON
THOMAS REITZ

YORK GLOVER, VICE-CHAIRMAN
PAULA BROWN
JOSEPH PASSIMENT, EX-OFFICIO

1. CALL TO ORDER

Committee Vice-Chairman Glover called the meeting to order at 3:00pm.

PRESENT

Committee Vice-Chairman York Glover
Council Member Paula Brown
Council Member Gerald Dawson
Council Member Thomas Reitz
Ex-Officio Joseph Passiment
Council Member Anna Maria Tabernik

ABSENT

Committee Chair Alice Howard
Council Member David Bartholomew
Council Member Logan Cunningham
Council Member Mark Lawson
Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Committee Vice-Chairman led the Pledge of Allegiance.

3. FOIA

Committee Vice-Chairman 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**

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Dawson to approve the agenda.

The Vote: It was approved without objection.

5. **APPROVAL OF MINUTES- March 11, 2024**

Motion: It was moved by Council Member Brown, Seconded by Council Member Reitz to approve the minutes of March 11, 2024.

The Vote: It was approved without objection.

6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.

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1. Jesse White

2. Teresa White

3. Joyce Gibbs Ham

7. **ASSISTANT COUNTY ADMINISTRATOR REPORT- Audra Antonacci – Ogden, and Charles Atkinson**

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting <https://beaufortcountysc.new.swagit.com/videos/301976?ts=607>

AGENDA ITEMS

8. **RECOMMEND APPROVAL TO COUNCIL FOR FIRST READING OF AN ORDINANCE AMENDING THE BEAUFORT COUNTY 2040 COMPREHENSIVE PLAN TO ADD THE BEAUFORT COUNTY LONG-TERM RESILIENCE STRATEGY AS AN APPENDIX**

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member Dawson to recommend approval to council for first reading of an ordinance amending the Beaufort County 2040 comprehensive plan to add the Beaufort County long-term resilience strategy as an appendix.

The Vote: It was approved without objection.

9. **CONSIDERATION OF AN ORDINANCE AMENDING THE ZONING MAP FOR 86.16 ACRES (R100 028 000 0264 0000) LOCATED AT 98 JENNINGS ROAD FROM T2 RURAL (T2R) TO C3 NEIGHBORHOOD MIXED USE (C3NMU)**

Motion: It was moved by Council Member Dawson, Seconded by Council Member Tabernik to deny consideration of an ordinance amending the zoning map for 86.16 Acres (R100 028 000 0264 0000) located at 98 Jennings Road from T2 Rural (T2R) to C3 Neighborhood Mixed Use (C3NMU).

The Vote: It was approved without objection.

10. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO NAME THE PORT ROYAL LIBRARY FACILITY IN HONOR OF THE FORMER TOWN OF PORT ROYAL MAYOR, SAMUEL E. MURRAY**

Motion: made by Council Member Tabernik, Seconded by Council Member Dawson recommend approval to council of a resolution to name the Port Royal Library facility in honor of the former Town of Port Royal Mayor, Samuel E. Murray.

The Vote: It was approved without objection.

11. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION RECOGNIZING FAIR HOUSING MONTH**

Motion: It was moved by Council Member Dawson, Seconded by Council Member Reitz to recommend approval to Council of a resolution recognizing Fair Housing Month.

The Vote: It was approved without objection.

12. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBERS R100-026-00A-0260-0000 and R100-026-00A-0261-0000 AND ALSO KNOWN AS BOUNDARY STREET LOGAN**

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member Brown to recommend approval to Council of a resolution authorizing the Interim County Administrator to execute the necessary documents and provide funding for the fee simple purchase of real property identified as tax map serial numbers R100-026-00a-0260-0000 and R100-026-00a-0261-0000 and also known as Boundary Street Logan .

The Vote: It was approved without objection.

13. **RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSION/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS WALLACE CREEK**

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member Dawson to recommend approval to undertake due diligence and discussion/negotiations for the proposed fee simple purchase of real property known as Wallace Creek.

The Vote: It was approved without objection.

14. **ADJOURNMENT**

Committee Vice-Chairman adjourned the meeting at 4:48pm.

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Ratified:



Community Services and Land Use Committee Beaufort County, SC

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

Monday, October 09, 2023
4:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/273977>

1. CALL TO ORDER

Committee Chair Howard called the meeting to order at 4:02 pm.

PRESENT

Chair Alice Howard
Vice-Chair York Glover
Council Member Gerald Dawson
Council Member David P. Bartholomew
Council Member Lawrence McElynn
Council Member Anna Maria Tabernik

ABSENT

Council Member Paula Brown
Ex-Officio Joseph F. Passiment
Council Member Logan Cunningham
Council Member Mark Lawson
Council Member Thomas Reitz

2. PLEDGE OF ALLEGIANCE

Committee Chair Howard led the Pledge of Allegiance.

3. FOIA

Committee Chair Howard noted that public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Committee Vice-Chairman Glover, seconded by Council Member Tabernik, to approve the agenda.

The Vote - The motion was approved without objection.

5. CITIZEN COMMENT PERIOD

No citizen comments.

6. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR CHUCK ATKINSON

Assistant County Administrator Atkinson introduced Beaufort County Library Director Amanda Dickman. Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/273977?ts=152>

7. PRESENTATION BY THE COASTAL COMMUNITY DEVELOPMENT CORPORATION (CCDC) WORKFORCE HOUSING FUNDING

Alan Wolf, Chairman of the CCDC/President of the Serg Restaurant Group & Carletha Frazier, Program Manager for CCDC

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/273977?ts=988>

Motion: It was moved by Council Member McElynn, seconded by Council Member Bartholomew, to send this agenda item forward to the full council for placement on the agenda for further discussion and consideration.

The Vote – The motion was approved without objection.

8. UPDATE ON DISCUSSIONS WITH THE CITY OF BEAUFORT REGARDING THE LADY'S ISLAND VILLAGE CENTER MASTER PLAN

Robert Merchant, Director of Planning and Zoning, discussed the planning work needed for improvements to the cross-section of Sea Island Parkway and SC 802 and the village center along the Sea Island Parkway corridor. Director Merchant asked the Committee about other elements they would like to see in the Village Center Master Plan to make it a more holistic plan.

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/273977?ts=2394>

9. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE TOWN OF PORT ROYAL FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS CHERRY HILL PARK (R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000)

Passive Parks Director Nagid provided an overview of the proposed Memorandum of Agreement between Beaufort County and the Town of Port Royal for Cherry Hill Park's grounds and park maintenance. Director Nagid also explained that there would be no fiscal impact to the County, as a donation was received from the seller that is being put toward hazard tree removal and bush hogging on the property and developing a conceptual plan for the property.

Please watch the video stream available on the County's website to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/273977?ts=2900>

Motion: It was moved by Council Member Dawson, seconded by Council Member Tabernik, to recommend approval of a resolution authorizing the Interim County Administrator to enter into a Memorandum of Agreement with the Town of Port Royal for maintenance of county-owned property known as Cherry Hill Park (R112 032 000 0637 0000, R112 032 000 0008 0000, and R112 032 000 0064 0000).

Discussion: Committee Chair Howard recognized the Port Royal Town Manager, Van Willis, and confirmed he did not have any objections.

The Vote – The motion was approved without objection.

10. ADJOURNMENT

Committee Chair Howard noted that she and Council Member Tabernik met with County Attorney Keaveny and Deputy County Attorney Hulbert to discuss a possible moratorium along Highway 170. Committee Chair Howard proposed adding the topic as a discussion item to the November 13 Community Services and Land Use Committee meeting.

Adjourned: 4:52 p.m.

Ratified:

COMMITTEE MEETING
CITIZEN COMMENTS

DATE: 5/13/24
PRINT FULL NAME: Grant Wilson McClure
AGENDA ITEM/TOPIC: LA. DISTRICT



5/13/24

Dear Beaufort County Community Services and Land Use Committee Members,

My name is Grant McClure and I am the South Coast Project Manager for the Coastal Conservation League in Beaufort. The Coastal Conservation is 501 c(3) non-profit that focuses on environmental advocacy to protect our natural resources and the quality of life in our communities. Thank you for the opportunity to comment on the proposed amendments to eliminate the use of plastic carryout bags, plastic straws, and polystyrene/plastic foam.

The League supports these updates to the Beaufort County Community Development Code, which will help protect marine wildlife and local wildlife, maximize the operating life of landfills, and lessen the economic and environmental costs of managing waste. We offer the following suggestions to further refine and clarify the ordinance. Namely, we want to ensure that the exemptions are not unintentionally conflicting with the ordinance's prohibitions.

- For example, sec. 38-164 Item K creates an exemption for carry out cutlery (spoons, forks, etc.). This exemption seems to conflict with Item E in Sec. 38-163, which states: "No food or grocery establishment or food provider within the unincorporated areas of Beaufort County may provide plastic straws, plastic food service ware or disposable food service ware containing polystyrene/plastic foam to its customers. We recommend examining this deeper and clarifying how plastic cutlery/service ware is handled in the ordinance — whether it is not wanted as a to-go option, available on request/self-serve, or is allowed as an exemption.
- Under Exemptions (Sec. 38-164) Item E and Item K seem to permit duplicate Items. For example, both sections reference meat trays. We recommend combining these Items.
- Sec. 38-164 Item H allows an exemption for "any products purchased, prepared or packaged outside the unincorporated area of Beaufort County that are delivered to or sold in the county." This language is written broadly and could be interpreted to mean that restricted items are allowed in the County, so long as they are purchased outside of the County. The League recommends tailoring this language more narrowly to avoid confusion or future issues.
- Finally, under Penalties (Sec. 38-165), we recommend explicitly identifying jurisdiction/authority for enforcement (i.e., Code Enforcement Office).

Thank you very much for your time and consideration of these comments. We thank the Keep Beaufort County Beautiful Board and County Staff for their diligence. Please feel free to reach out with any questions.

Respectfully,

Grant McClure

South Coast Project Manager

grantm@scccl.org | 843-522-1800

Plastic Bag Pollution Fact Sheet

Background

Plastic bags were introduced into American supermarkets and stores in the late 1970's and early 1980's. Following their introduction, microplastic particles, microscopic pieces of plastic that get smaller over time, were discovered.

Scientists globally have been increasingly concerned about the impact of plastic litter and microplastic particles in our world's oceans. Annually, 1 to 2 million tons of plastic, (or the combined weight of 40 Titanic's), ends up in the oceans.

Plastic litter and Microplastics in South Carolina's Coastal Region

- **Plastic debris makes up 74% of litter items collected in South Carolina.**

The South Carolina Aquarium's Litter Journal has documented litter sweeps since 2016. Their data shows that nearly half (48%) of all plastic debris is single-use plastics - including plastic bags, Styrofoam take-out containers, and single-use cutlery.

- **Plastic litter in South Carolina marshes begins degrading into microplastic particles in as few 8 weeks.**

Local bottlenose dolphins, red drum, and oysters have all been recorded ingesting microplastic particles. On average, a South Carolina oyster contains 16 microplastic particles. (The Citadel, College of Charleston)

- **Marine animals, including loggerhead sea turtles and oysters, have been observed consuming plastics.**

Over 200 species of marine animals have been observed ingesting plastics. Since the aquarium's beginning in 2000, 44 sea turtles in the care of the hospital have ingested plastic pieces. In South Carolina, scientists have reported microplastic ingestion in bottlenose dolphin, red drum, and oysters. (SC Aquarium, College of Charleston)

Effectiveness of Plastic Bag Bans

- **Plastic bag bans reduce plastic bag litter in communities by 33%.**
In the Charleston area, thin plastic bag litter dropped 50% following the implementation of its bans in 2018-2019. (College of Charleston)
- **Allowing for thick “reusable” plastic bags can reduce the impact of well-intended plastic bag bans.**
Similar to what has been observed in other states, Charleston saw the number of thick plastic bags littered increase by 200% and the weight of all bags increased by 27% after passing their initial plastic bag ordinances in 2016.
- **Many local governments are amending their plastic bag ordinances to stop the use of thick plastic bags.**
In December 2023, the City of Charleston amended its ordinance to ban thick plastic bags, with Charleston restaurants reporting it as an “easy transition” with “no major impacts”. The Town of Mount Pleasant and Town of James Island are in the final stages of amending their ordinances to prevent the use of thick plastic bags as well. (Count on 2 News)
- **Plastic bags can clog machinery at waste facilities.**
Horry County Solid Waste Authority has documented over \$100,000 in costs to repair and unclog plastic bags that have gotten stuck in machinery. This is a cost that is passed on to Horry County taxpayers.



A thick plastic bag littered in a North Charleston neighborhood.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
PRESENTATION OF FRIENDS OF FORT FREMONT 2023 ANNUAL REPORT
MEETING NAME AND DATE:
Community Services and Land Use Committee May 13, 2024
PRESENTER INFORMATION:
Barney Forsythe, President, Friends of Fort Fremont (10 minutes)
ITEM BACKGROUND:
N/A
PROJECT / ITEM NARRATIVE:
The Friends of Fort Fremont will present data and information about actions and activity during the 2023 calendar year from Fort Fremont Preserve and History Center.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Presentation Only
OPTIONS FOR COUNCIL MOTION:
Presentation Only



FRIENDS OF FORT FREMONT ANNUAL REPORT January 1 through December 31, 2023

Summary

2023 was another highly successful year for the Friends of Fort Fremont (FFF). We experienced a dramatic increase in the number of visitors and initiated several important projects that will continue to enhance the visitor experience in the years to come. In 2024, we will build on the successes of 2023, working closely with the Beaufort County Passive Parks Director, who remains an outstanding partner in achieving our shared vision for Fort Fremont.

History Center (HC) Operations

In accordance with requirements of the Memorandum of Understanding between Beaufort County and the Friends of Fort Fremont, the Operating Plan (OP) was updated by a FFF committee headed by Fred Channels, approved by the Friends's Board of Directors, and submitted to Beaufort County. The OP provides procedures for the operations and staffing of the HC. It is a "living document" that will be revised as FFF continues to increase HC volunteers. Expansion and modification of the OP will reflect changes necessary to perform our roles and duties in the best interest of our visitors, FFF, and Beaufort County. The 2024 OP was reviewed and approved by Stefanie Nagid, Beaufort County Passive Parks Director, on December 18, 2023.

Throughout the year, we continued to recruit and train volunteers to greet visitors, provide docent-led tours, and conduct educational programs for children and adults. To better enhance our volunteer program, we took a field trip to Fort Moultrie on Sullivan's Island to learn how that national park interprets the history of its fortifications. We also conducted periodic after-action reviews of our HC operations to improve our service to the public. In March, we added staffing on Sundays to existing Friday and Saturday operations, which enabled us to increase public access to the HC. Year-to-date, we totaled 1,897 volunteer hours, hosting more than **6,000 visitors** from 45 states, 10 foreign countries and one (1) U.S. Territory. Compared to 2022, this is a 50 percent increase in the number of visitors to the History Center. Twenty-nine percent of our visitors came from states outside of South Carolina, 15 percent came from towns in South Carolina outside of Beaufort/Port Royal/St. Helena/Fripp, and 56 percent were from the local area.

During 2023, 17 docent-led tours were conducted for local organizations, school groups, national bus tours, and attendees for a national tourist conference broken down by the following categories:

- Local organizations including neighborhood associations, clubs, and family reunions: 10
- School field trips and Cub Scout Packs: 4
- National bus tours: 2
- Conferences: 1

An app developed for Smart Phones enables visitors to download a self-guided walking tour. This provides historical information about Fort Fremont when the HC is closed or if people elect not to take a docent-led tour. During 2023, the app was downloaded 869 times.

Facilities and Grounds

Members of the Facilities Committee and others performed a total of 300 volunteer hours during 2023. Under the direction of Ted Panayotoff, work concentrated on general clean up, vegetation removal, clean-up of downfall, raking and disposal of leaves, and other tasks. This makes the Fort look well cared for and attractive and preserves the conditions of the concrete.

Education Outreach

Four school groups and cub scout packs visited the Fort and History Center throughout 2023. Under the direction of Kathy Agee, the Education Outreach Committee developed tours, activities, and lessons for students--preschool through high school. Fort Fremont volunteers, dressed as Coastal Artillery Corps soldiers, guided students on tours of the gun batteries explaining their military significance. Other volunteers engaged students in several age-related activities in the HC.

FFF volunteers participated in Penn Center's Heritage Days. Students from several Beaufort County elementary schools visited our exhibit. In addition to a brief history of Fort Fremont's role in the Spanish-American War and in protecting US's coastline, the students played games they would have enjoyed playing 125 years ago.

Community Outreach

FFF presented several programs to community groups to promote awareness of Fort Fremont and provide education on the history of the Fort. A slideshow of the 2022 Annual Report was presented to the Beaufort County Council on August 12, 2023. In addition, presentations were made to community groups including the Sail and Power Squadron and the DAR. Special group tours were conducted for members of Dataw, Oldfield, Belfair, and St. Helena Island communities and for the Leadership Beaufort class.

FFF put on the first Fort Fremont Harvest Festival on November 5, 2023. The event was held at the Fort Fremont Preserve and coordinated with Beaufort County. The goal of the event was to attract diverse members of the community with particular attention to

families and children, and to educate the public on the history of Fort Fremont. Marketing throughout the community attracted more than 300 people, 200 of which visited the HC. The event included food and other vendors, music, and games for youth and adults. History displays were set-up by FFF volunteers, Beaufort History Museum, and the Historic Port Royal Foundation. The event was staffed by 34 FFF, Marine Corps, and Junior League volunteers.

FFF participated in the Land's End 4th of July parade and provided refreshments after the parade.

FFF partnered with the Beaufort Garden Club to host an open house at the former Fort Fremont Hospital, now the private home of Mrs. Cecile Dorr, who graciously opened her house, decked out in Christmas trimmings circa 1910, for this holiday event. Over 140 people from the greater Beaufort County area attended.

Social Media

FFF continued to update and maintain our website, Facebook page, and TripAdvisor. On our Facebook page, we are rated at 5 out of 5 stars for non-profit organizations. As of December 31, 2023, we had 1,900 followers, which is a 19 percent increase from December 2022. TripAdvisor lists Fort Fremont as number 2 of 18 things to do on St. Helena Island. We continue to receive positive reviews on TripAdvisor.

During 2023, we expanded our presence on social media sites and email blasts to publicize events adding The Chamber of Commerce, Beaufort City Weekly Update, and SC Lowcountry and Resort Islands.

Marketing

Marketing efforts focused on increasing the number of visitors to the HC and promoting FFF events. An advertisement was placed in the 2023 Beaufort Visitor's Guide and several advertisements were developed for the FFF events including placement on the Beaufort Main Street sign board and in "The Island News." The Communications and Marketing Committee under the direction of Marty Hupka maintained our website and Facebook page, distributed flyers to area businesses and on social media, and conducted email campaigns to area schools, neighborhood websites, and community civic and historical organizations. We also distributed more than 5,900 rack cards to South Carolina Welcome Centers, Beaufort Visitors' Centers, and area attractions, such as Hunting Island.

To attract national bus tours, FFF participated in the Accent East Conference sponsored by the Greater Beaufort Convention and Visitor's Bureau. We developed story boards for display during the conference and hosted participants in a private guided tour of Fort Fremont. A special edition newsletter was developed to promote amenities at the Fort tailored to tour operators.

Four editions of the newsletter were published throughout the year. They were distributed to FFF members and handed to visitors at the History Center.

Ordnance Delivery Table

On June 30, 2023, a Temporary Custody Agreement for an Endicott-era Ordnance Delivery Table (table) was signed by Beaufort County, the Town of Sullivan's Island, and the Friends of Fort Fremont (Friends) to transfer custody of the table from the Town of Sullivan's Island to Beaufort County. This table has been removed from Sullivan's Island and is being restored/preserved. It will be mounted on a stand for temporary display on the back patio at the history center until it can be safely displayed on gun emplacement #1.

Carl Project

The FFF Board of Directors established the Carl Project Committee in 2023 and provided the committee with a charter to enhance the visitor experience at Fort Fremont by preserving the the area under Battery Jesup gun emplacement #1 to help the visitor understand what the fort was like when it was active. The project is named in memory of Carl Dorr, husband of Cecile Dorr, a longtime supporter of FFF. The initial task was to develop a phased concept plan with key steps by January 1, 2024 and a detailed implementation plan by July 1, 2024.

The committee's first meeting was in August, and it was agreed that structural concerns under gun emplacement #1 needed to be addressed before a phased plan could be attempted. It was decided to create an RFP for a feasibility study to be performed by a qualified engineering firm. The purpose of the study is to determine what must be done to make the structure safe for work to be conducted under the gun emplacement and to possibly allow visitors to enter the rooms. The RFP was completed in November and sent to Bennett Engineering in December.

As a parallel effort, FFF is pursuing the development of a digital simulation of activity at the fort when it was active. The History Department at the United States Military Academy at West Point has a digital history center and has offered to host and assist with research to create a digital simulation life at Fort Fremont. The committee created a proposal to the West Point History Department and submitted it January of 2024. It is anticipated that a group of cadets and faculty members will come to Beaufort in the Summer of 2025 to begin the project.

Book Project

Acting on a suggestion from FFF volunteer Jon Bebbington, the FFF Board approved the creation of a committee to explore writing a book about Fort Fremont. The book committee envisions a coffee table style book with pictures and narratives that tells the story of the fort and anticipates the book will take several years to research and write.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE FRIENDS OF FORT FREMONT TO ALLOW THEM TO PROVIDE VOLUNTEER SERVICES TO BE PERFORMED AT THE FORT FREMONT PRESERVE AND HISTORY CENTER FOR THE BENEFIT OF THE COUNTY
MEETING NAME AND DATE:
Community Services and Land Use Committee May 13, 2024
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Department Director (5 minutes)
ITEM BACKGROUND:
This is a new item for consideration.
PROJECT / ITEM NARRATIVE:
Since 2019, the County and the Friends of Fort Fremont have been operating under two older agreements for use and services of the Fort Fremont Preserve and History Center. Those two agreements are expiring in June and Staff and the Friends wish to enter into a long-term volunteer services agreement for the Friends' continued use and services to the County as volunteers, docents and operators of the History Center.
FISCAL IMPACT:
There is no fiscal impact to the County to enter into this agreement.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommend approval of the agreement as provided.
OPTIONS FOR COUNCIL MOTION:
Motion to approve, modify or deny the agreement for volunteer services for the Friends of Fort Fremont. If approved, the agreement will move forward to County Council on May 28, 2024 for final approval.

RESOLUTION 2024/___

A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE FRIENDS OF FORT FREMONT TO ALLOW THEM TO PROVIDE VOLUNTEER SERVICES TO BE PERFORMED AT THE FORT FREMONT PRESERVE AND HISTORY CENTER FOR THE BENEFIT OF THE COUNTY

WHEREAS Beaufort County has been a frontrunner among local governments in land preservation since 1999 with the creation of the Rural and Critical Land Preservation Program; and

WHEREAS Beaufort County purchased the parcels comprising the Fort Fremont Preserve in 2004 and 2010 for a total of \$5,930,000 through the County’s Rural and Critical Lands Preservation Program; and

WHEREAS the Friends of Fort Fremont is a South Carolina Nonprofit Corporation in good standing formed on September 21, 2009; and

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

WHEREAS Beaufort County has constructed a History Center to be used by the Friends of Fort Fremont as an educational and interpretive facility; and

WHEREAS Beaufort County and the Friends of Fort Fremont recognize the value of the successful interpretation of cultural and historic resources at Fort Fremont Preserve and the cooperative relationship between the County and Friends.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA authorizes the Interim County Administrator to execute the necessary documents to enter into an agreement with the Friends of Fort Fremont to allow them to provide volunteer services to be performed at the Fort Fremont Preserve and History Center for the benefit of the County, attached hereto and incorporated herein as fully as if repeated verbatim.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **AGREEMENT FOR VOLUNTEER SERVICES ON PUBLIC PROPERTY**

THIS AGREEMENT FOR VOLUNTEER SERVICES ON PUBLIC PROPERTY (“Agreement”) is entered into on this ____ day of _____, 2024 (“Effective Date”) by and between **Beaufort County**, a political subdivision of the State of South Carolina (“County”) and **Friends of Fort Fremont Historical Park, Inc.**, (“Friends”); collectively hereinafter referred to as the “Parties”.

WHEREAS, the County’s Rural and Critical Land Preservation Program (“RCLPP”) was created in order to purchase real property deemed critical, to provide for the protection of natural resources, to protect property with historic and cultural significance, to obtain property for regional or local passive recreation potential, to obtain view-scapes or lands suitable for public use; and

WHEREAS, in 2004 and 2010 the County purchased real property known as Fort Fremont Preserve (“Park”) with funding from the RCLPP making the property subject to the County’s Code of Ordinances, Chapter 91 Passive Parks (2018/53); and

WHEREAS, County desires to enhance the historical and cultural value of the Park by interpreting its place in American History held in the late 19th and early 20th Century, and has constructed the Fort Fremont Preserve History Center for the cultural and historical interpretation of the Park; and

WHEREAS, Friends is a South Carolina nonprofit corporation operating in good standing formed on September 21, 2009, and received 501(c)(3) status by the IRS on January 21, 2011. All of Friends’ officers, members, and volunteers providing services hereunder are volunteers as defined in the Volunteer Protection Act, 42 USC 139§14501–14505 and are not compensated; and

WHEREAS, Friends’ mission is to preserve and promote the Park as an educational, historical, natural, and cultural resource of the Spanish American War era. In furtherance of its mission, Friends desires to provide Services to the County; and

WHEREAS, the Parties recognize the public benefit of the successful implementation of this Agreement, and Friends desire to serve as volunteers to support the County, the owner of the Park.

NOW, THEREFORE, for mutual consideration and public service, the Parties mutually agree as follows:

- 1. **DEFINITIONS.** For purposes of this Agreement, the terms are defined as follows:
 - a. “County” shall mean Beaufort County, a political subdivision of the State of South Carolina, and including the Beaufort County Council and all Departments that fall within the structure of the Beaufort County Government Administration.
 - b. “Friends” shall mean the Friends of Fort Fremont Historical Park, Inc. performing Services under this Agreement and shall include all board members, officers, volunteers, and any other individual affiliated with the nonprofit corporation.
 - c. “Park” shall mean real property located at 1124 Lands End Road, Saint Helena Island, SC 29920, consisting of approximately 16.98 acres, generally known as the Fort Fremont Preserve and History Center; and includes the land, buildings, structures, and amenities that fall within the property boundaries.

d. “*Services*” shall mean those services being provided by the Friends to the benefit of the Park and as described in Exhibit A, attached hereto and incorporated herein by reference.

2. TERM. The initial term of this Agreement shall commence on the Effective Date and end on June 30, 2030, unless terminated sooner pursuant to the provisions of this Agreement. The term of this Agreement may be extended for up to three (3) additional five (5) year periods (July 1 to June 30) upon the written request of the Friends and written approval of the County.

3. FUNDING. This Agreement does not obligate the County to expend funds. Friends agrees to use its own funding sources to provide the Services. County agrees to support improvements, maintenance, and operations of the Park. Any endeavor involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable County laws, regulations, policies and procedures.

4. COMMUNICATION and SUPPORT. In order to provide Services, Friends will maintain regular ongoing communications regarding proposals and scheduling of plans for the Park and activities at the Park with the County. Meetings may be scheduled between the parties, either in-person or via conference call, on an as needed basis. All communications will be provided to the County’s Passive Parks Director from the President of the Friends or designated representative when the President is not available.

5. ACCESS AUTHORIZATION. County hereby authorizes Friends to access the Park while providing Services, subject to the terms and conditions stated in this Agreement and the annual Operating Plan. Friends may access the Park during regular park hours to provide Services so long as it does not conflict with any County plans, events, or activities. This Agreement shall not infringe on the access rights of the County or any of its officers, employees, or agents to any and all portions of the Park at any time or for any reason in carrying out County’s responsibilities for the ownership, maintenance, and operation of the Park.

6. SERVICES GENERALLY. The Parties agree to the terms and conditions in this Section in order for Friends to provide the agreed upon Services.

- a. Friends shall provide Services in accordance with the terms and conditions of this Agreement and the approved annual Operating Plan.
- b. County shall be responsible for all exterior and interior maintenance and repair of buildings and/or structures, janitorial services, and trash removal on the Park. County shall provide and pay for all utility services necessary for the operation of the Park.
- c. If permits are needed in order for Friends to complete a project, the County agrees to provide support by seeking any permits that may be required. Friends are not authorized to represent the County as landowner in order to obtain any permit.
- d. Friends shall comply with all the laws, ordinances, rules, policies and orders of appropriate governmental authorities affecting the cleanliness, occupancy, reservation and preservation of the Park, including the Beaufort County Passive Park Ordinance and the Beaufort County Passive Park Facility Rental Policy. County shall be responsible for security and enforcement of rules and regulations of the Park.
- e. Friends shall notify the County immediately via email and phone call if while providing Service they become aware of the presence of any structural or utility problems, or if vandalism is known to have occurred at the Park.

7. ANNUAL OPERATING PLAN REQUIRED. On or before July 1 of each year, Friends shall submit to the County an Operating Plan for the upcoming calendar year. The Operating Plan shall include, but is not limited

to, proposed services, activities, functions, events, hours of operation, and programs that Friends propose to conduct at the Park in support of the Service. The Operating Plan shall also include the name(s), credential(s), and cost(s) of any known hired contractors for any proposed activities. The County reserves the right to request additional information or documents after review and/or approval of the Operating Plan.

8. ANNUAL REPORT. On or before March 1 of each year, Friends shall submit to the County an Annual Report for the previous year's activities at the Park. The Annual Report shall describe tourist-related activities and statistics, including but not limited to bus tours, school groups and services to other tour groups; as well as a summary of any activities, functions, events, or programs Friends conducted at the Park.

9. OUTREACH MATERIALS. Friends may create public outreach materials related to activities permitted by this Agreement. Any public outreach material including, but not limited to, advertising or display materials shall clearly identify the Park as a Beaufort County Passive Park and display the County seal. Prior to its use, any public outreach materials shall be provided to the County for written approval; and Friends may only use the public outreach materials *after* receiving the County's written approval.

10. LIABILITY INSURANCE REQUIRED. At all times during any term of this Agreement, Friends shall maintain 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 Friend's insurance shall provide coverage to all individuals associated with the Friends, including but not limited to, members and volunteers. Insurance carried by the Friends shall include that it is the primary coverage for any and all claims made by Friends and its volunteers. Beaufort County shall be named as an additional insured in Friends insurance policy and Friends shall provide Beaufort County with proof of being named.

11. TERMINATION.

a. Termination Due to Plans and Reports. This Agreement may be terminated with a thirty (30) day written notice if Friends fails to provide an Operating Plan or Annual Report as required in this Agreement.

b. Mutual Termination. In addition to any other right to terminate as set forth in this Agreement, the Parties may mutually agree in writing to terminate this Agreement prior to the expiration of any term without any notice required.

c. Termination With Cause. This Agreement may be terminated by the County for cause with ten (10) days written notice of the breach of any terms.

d. Termination Without Cause. Upon a thirty (30) day prior written notice, any Party may terminate this Agreement at the end of the Initial Term or during any Renewal Term for any reason.

e. Automatic Termination. This Agreement shall automatically terminate if at any time, during any term, Friends has a lapse in liability insurance coverage, and the automatic termination shall apply regardless of the length of time the lapse covers. This Agreement will automatically terminate if Friends loses its tax-exempt §501(c)(3) status.

12. MISCELLANEOUS TERMS

a. Notices. All notices required under this Agreement shall be in writing. Notices shall be deemed delivered when (a) personally delivered; (b) five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party; or (c) receipt of email is acknowledged by the recipient by reply email or "read receipt" is received by sender of notice. All notices shall be sent to the mailing address or email address shown below or to such other address as may from time to time be designated by written notice.

To the County:
 Beaufort County, Passive Parks Director
 124 Lady's Island Drive
 Beaufort, SC 29907

To the Friends:
 Friends of Fort Fremont Historical Park, Inc.
 P.O. Box 982
 St. Helena Island, SC 29920

b. *Default.* Pursuant to the terms and conditions of this Agreement, in the event of a default by either Party, the non-defaulting Party may seek any available remedy in equity or at law as a result of such failure to perform, including but not limited to, any action for specific performance of obligations recited in this Agreement; but the Parties mutually agree that the County shall not be forced to appropriate funding for the funds.

c. *Relationship of Parties.* Nothing contained in this Agreement nor any act of the County or Friends shall be deemed or construed by the parties, nor by any third person, to create any other legal relationship between the Parties, including, but not limited to, that of an employer/employee, third-party beneficiary, principal, agent, limited or general partnership, joint venture, landlord/tenant, or other relationship. Friends' officers, members, volunteers, and agents and the methods utilized by Friends in providing Services and fulfilling its obligations under this Agreement shall lie solely and exclusively with Friends. Friends' officers, members, volunteers, and agents shall not be considered agents or employees of the County for any purpose.

d. *Indemnification.* Friends agrees that to the fullest extent provided by law it shall indemnify, defend, and hold harmless the County and its respective agents, employees, and volunteers, from and against any and all claims, demands, lawsuits, or other actions that may arise out of this Agreement from the actions or negligence of its employees, agents, or volunteers that may be the basis for such claim, demand, lawsuit, or other similar action.

e. *Entire Agreement.* This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein and fully supersedes all prior written or oral agreements and understanding between the Parties pertaining to such subject matter.

f. *Captions and Recitals.* 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. The recitals to this Agreement are incorporated into this Agreement by this reference.

g. *Amendment or Modification.* The terms and conditions of this Agreement may be renegotiated at the conclusion of each respective term period and may result in an amendment or modification to the Agreement only if agreed upon in writing by the Parties. This Agreement shall only be amended or modified in writing and signed by both Parties.

h. *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 scanned or photographed signatures and initials to this Agreement shall be deemed valid and binding upon the Parties as if the original signatures and initials were present on the Agreement.

i. *Binding Nature and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, the Parties agree that any assignment of this Agreement must be approved in writing by the County.

j. *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.

k. *Governing Law and Severability Clause.* This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought in the courts of the State of South Carolina in Beaufort County or, if it has or can acquire jurisdiction, in the United States District Court for the District of South Carolina. If for some reason a court finds any provision of the Agreement, or portion thereof, unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

l. *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

By: _____
Name: John Robinson
Title: Interim County Administrator

WITNESSES

**FRIENDS OF FORT FREMONT
HISTORICAL PARK**

By: _____
Name: Barney Forsyth
Title: President

Exhibit A
Park Use Terms and Conditions

1. The general public shall have access and use of the Park from dawn to dusk, Monday through Sunday, and access and use of the History Center during the Friends operating hours, as stated in the approved annual Operating Plan.
2. Friends shall keep the Park History Center reasonably secure and clean during their use of the Park, and dispose of garbage, rubbish, and other waste generated by the Friends in a clean and safe manner.
3. Friends may support grounds maintenance of the Park through volunteer efforts including, but not limited to (1) picking up of litter; (2) raking, weeding, and debris clean up during Clean Up Days, with prior written notification to the County; and (3) assistance to the County for activities that benefit the Park when requested by the County.
4. Friends will not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Park, or knowingly allow any person to do so while attending a Friends sponsored event at the Park.
5. Friends shall request County approval, via email, for use of the conference room at least two (2) business days in advance of needed use, with the exception of scheduled History Center operating hours, as stated in the approved annual Operating Plan.
6. Friends shall comply with the Beaufort County Passive Park Facility Rental Policy for use of the Park for any activities considered an event. County shall not charge the facility rental fee to Friends, however Friends may charge fees for event attendees for fundraising purposes.
7. Friends is authorized to use the Park for storage of artifacts and/or equipment as approved by County. Any Friends property such as the diorama, displays, reference material and electromagnetic media stored on the Park will be the responsibility of the Friends, the County is not liable for its loss or damage.
8. County reserves the right to relocate or remove any Friends property stored on the Park in order to meet the needs of the County upon 24-hour notice to the Friends via email, or immediately upon an emergency situation.
9. Friends is authorized to purchase and sell interpretive, recreational and historic literature and materials to visitors on the Park, at its own expense, and to 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 or display on the Park will receive final approval by the County.
10. Friends is authorized to apply for grants as well as seek in-kind and financial donations to support preservation, promotional, and educational objectives for the Park. Grant applications/proposals will be approved by the County prior to the application submittal date.
11. Friends shall provide docents, greet visitors, provide orientation information, lead tours and answer questions to the general public as described in the approved annual Operating Plan.
12. County retains management and decision-making authority on the Park including, but not limited to, maintenance, security, repairs, and improvement projects.
13. Friends and County will mutually agree to a decorating plan for the History Center, including but not limited to placement of the diorama, displays, signage, media and reference materials.
14. County retains final approval authority for any and all alterations or improvements on the Park proposed by the Friends. Any proposed contractors must provide proof of business license and insurance prior to any work being performed.
15. Any and all approved structural alterations or improvements on the Park shall become the property of the County, unless County has provided written approval to Friends to retain and remove an item. Friends shall retain ownership of artifacts that have been donated to the Friends and are not under ownership by the County or other entity.
16. Friends agree not to change any locks on any door, mailbox, gate or otherwise. County will provide a 24-hour notice to Friends if a change to any lock is necessary.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:
RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION TO SUPPORT THE RECOMMENDATION TO THE GOVERNOR OF SOUTH CAROLINA FOR THE NOMINATION OF THE BEAUFORT COUNTY "CAROLINA BRIGHT" ESTUARY SYSTEM INTO THE NATIONAL ESTUARY SYSTEM
MEETING NAME AND DATE:
Community Services and Land Use Committee May 13, 2024
PRESENTER INFORMATION:
(Councilman David Bartholomew) (5 minutes)
ITEM BACKGROUND:
The Pritchards Island Research and Living Shores Coalition requests that Council support their recommendation to the Governor of South Carolina that the "Carolina Bight" estuary system be added as a member of the National Estuary Program.
PROJECT / ITEM NARRATIVE:
Pritchards Island Research and Living Shores Coalition requests Councils support in asking the Governor to nominate the "Carolina Bight" estuary system to become a member of the National Estuary Program. Council's support is key in helping to unite the region in this voluntary, collaborative effort to develop an ecosystem based management program.
FISCAL IMPACT:
<i>There would be no direct fiscal impact on the County.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends Council support this endeavor and approve this Resolution.
OPTIONS FOR COUNCIL MOTION:
(Move forward to Council for Approval/Adoption or to not Approve on May 28, 2024)

RESOLUTION 2024 /

A RESOLUTION TO SUPPORT THE RECOMMENDATION TO THE GOVERNOR OF SOUTH CAROLINA FOR THE NOMINATION OF THE BEAUFORT COUNTY “CAROLINA BRIGHT” ESTUARY SYSTEM INTO THE NATIONAL ESTUARY SYSTEM.

Whereas, Beaufort County’s unique estuary, the “Carolina Bight,” comprises ten rivers, two sounds, and 175,000 acres of salt marsh; and

Whereas, the “Carolina Bight” is a one-of-a-kind estuary providing an invaluable habitat for wildlife while its tidal waters sustain a nutrient rich environment and serve as fish nurseries, seasonal stopovers for migratory birds, and breeding grounds for species from oysters to sharks and marine mammals and reptiles; and

Whereas, two major U.S. Marine Corps installations and a Navy Support Facility are located within the estuary system; and

Whereas, the “Carolina Bight” executes a crucial role in sheltering Beaufort County and our people from storms and rising sea level, stabilizing shorelines, preventing erosion, filtering our water, and storing carbon in our salt marsh at 10 times the rate of tropical forests; and

Whereas, the estuary ecosystem of Beaufort County not only serves to provide natural resiliency for our community it also provides valuable commercial, recreational, and subsistence fishing for many while protecting our precious assets; and

Whereas, due to high tidal range, high salinity, abundance of salt marsh, and low fresh water infiltration Beaufort County’s “Carolina Bight” is a unique estuary system of national significance; and

Whereas, the Gullah Geechee community continues to have a close relationship with the Sea Islands and waterways of the County as a pillar of their singular culture; and

Whereas, the National Estuary Program seeks to protect and improve waters, habitats, and resources of the estuary; and the “Carolina Bight” is clearly a national resource for study, research, and education.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Beaufort County, South Carolina that:

Beaufort County Council recommends the Governor of South Carolina nominate the “Carolina Bight” estuary system for inclusion in the National Estuary Program.

Adopted this ____ day of May 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND COUNCIL APPROVE A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT BY THE APPLICANT OF FEE SIMPLE REAL PROPERTY LOCATED ON HILTON HEAD ISLAND, KNOWN AS THE MITCHELVILLE TRACT (PIN# R510 005 000 0007 0000), NOT TO EXCEED THE FINAL VALUE AS DETERMINED BY A NEW APPRAISAL AFTER THE COMPLETION OF AN UPDATED PLAT, RESOLUTION OF ALL LEGAL ISSUES/CLAIMS, CONTINGENT UPON FULL LEGAL DESCRIPTION, AND SHALL REQUIRE THAT ANY FUNDS RECEIVED FROM GRANTS, PRIVATE, FEDERAL, OR STATE FUNDING BE USED SOLELY TO REIMBURSE THE EXPENDITURE OF THE GREEN SPACE PROGRAM
MEETING NAME AND DATE:
Community Services and Land Use Committee, Monday, May 13, 2024
PRESENTER INFORMATION:
Mike McShane, Chairman of the Green Space Advisory Committee (10 -15 minutes)
ITEM BACKGROUND:
<p>On December 11, 2023, the Community Services and Land Use Committee approved due diligence and negotiations for the Mitchelville Tract (the “Property”). After this approval, staff undertook the necessary actions with the Town of Hilton Head (the “Applicant”), and while county staff and the Applicant conducted their work on the property with known/disclosed title issues, a consent order to quiet title and partition land by sale was filed on March 25, 2024. The consent order placed a court mandated deadline for purchase agreements to be made by April 30, 2024, placing very specific restrictions/requirements on submissions. This prompted the Applicant to submit a purchase agreement in accordance with the consent order. The consent order also states that the court shall hold a hearing no later than May 14, 2024, to hear all purchase and sale agreements submitted. The consent order court action prompted the Green Space Advisory Committee to consider making a recommendation on the application prior to the completion of ongoing due diligence and negotiations. On April 26, 2024, the Green Space Advisory Committee met, reviewed the consent order and existing due diligence, and recommended conditional approval for the contribution of funds. The condition of their approval is for the contribution of funds not to exceed the final value as determined by a new appraisal after the completion of an updated plat. The Committee’s recommendation also included requiring all opportunities from funds acquired through other grant/partnership opportunities only be used to reimburse funds contributed from the Green Space Program in order to leverage funds, as the applicant has not explicitly included a matching contribution component as a part of their application. It has not been determined at this time who will be responsible for applying for grant/collaboration funding opportunities and/or if ownership of the parcel will dictate which governmental entity qualifies to apply for and receive said funding. As a part of the program-required due diligence and discovery of matching/funding collaboration opportunities, which is a primary requirement of the program (leveraging of funds), consideration of elements associated with government entity ownership and land uses that would be allowed in perpetuity for the preservation procurement of the property is also required. Because this application was received from another governmental entity and the property is located within their municipal boundary, these items need to be known to allow for a complete application review and final staff evaluation. Doing so will establish property operation requirements, program compliant land use restrictions, and stewardship/maintenance plans for the property. Authorizing staff to complete the due diligence and negotiations with the applicant will help facilitate a better understanding of the application and allow for a final staff evaluation. This will also assist in achieving the program requirement of transparency and that the Green Space Program operates in a fiscally responsible manner.</p>

PROJECT / ITEM NARRATIVE:

The Mitchelville Tract is a 25 +/- acre property located in Historic Mitchelville on Hilton Head Island. It is heirs' property, and the ownership is split among many parties. The Town of Hilton Head Island (the "Applicant") applied to the Green Space Program, requesting 100% funding, offering no municipal match/partnership contribution. The applicant, through their application and discussions with staff and the Green Space Advisory Committee, have expressed an interest in combining the parcel with the adjacent Fish Haul Creek Park to expand public access as a passive park. A preservation outcome for this property would achieve several goals of the Green Space Program, including providing public access to natural spaces and the waterfront, preservation of an intact natural habitat for plants and animals, protection of water quality, preservation of an established maritime forest, environment and economic resilience, and protection of areas with known historic and cultural significance.

FISCAL IMPACT:

TBD – Final amount is unknown until staff completes and reviews necessary due diligence in accordance with the Green Space Advisory Committee's recommendation and Green Space Program guidelines.

RECOMMENDATION TO COUNCIL:

Green Space Advisory Committee (GSAC) recommends approval with conditions. The recommendation is to recommend proceeding with purchase of the Mitchelville tract to the Community Services and Land Use Committee, not to exceed new appraisal on the property after completion of an updated plat, contingent on full legal description, and that any funds received from grant, private, federal, or state would be reimbursed to the Green Space fund. The vote to approve the motion was unanimous.

OPTIONS FOR COUNCIL MOTION:

Motion to approve, modify, or deny a Resolution to expend funds (TBD) from the Green Space Program to contribute to the procurement of a fee simple acquisition of the Mitchelville Tract located on Hilton Head Island.

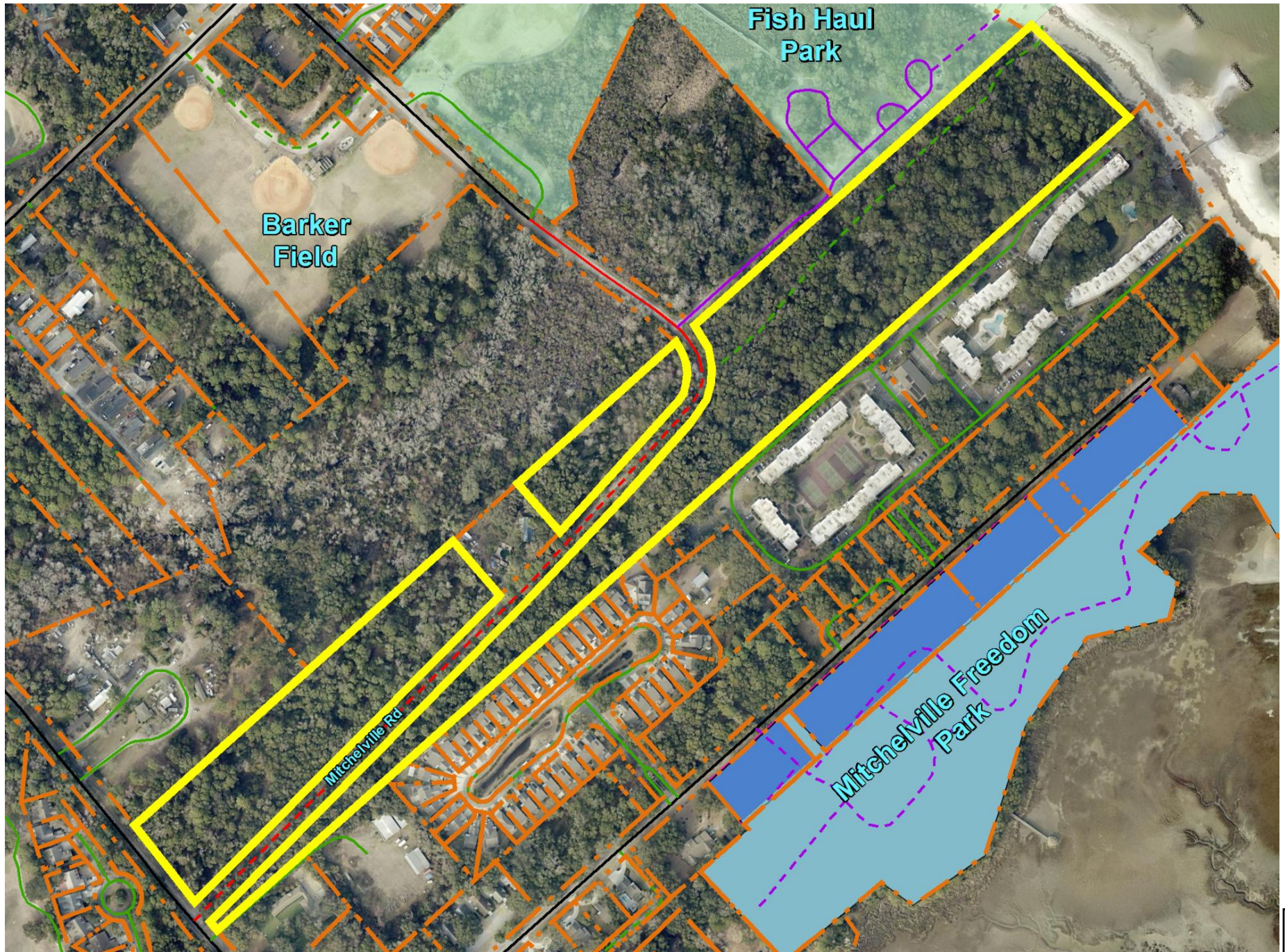
MITCHELVILLE ROAD - FEE SIMPLE

APPLICANT - TOWN OF HILTON HEAD ISLAND

25 +/- 2 Acres



MITCHELVILLE ROAD - FEE SIMPLE



RESOLUTION 2024/_____

RECOMMEND COUNCIL APPROVE A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT BY THE APPLICANT OF FEE SIMPLE REAL PROPERTY LOCATED ON HILTON HEAD ISLAND, KNOWN AS THE MITCHELVILLE TRACT (PIN# R510 005 000 0007 0000), NOT TO EXCEED THE FINAL VALUE AS DETERMINED BY A NEW APPRAISAL AFTER THE COMPLETION OF AN UPDATED PLAT, RESOLUTION OF ALL LEGAL ISSUES/CLAIMS, CONTINGENT UPON FULL LEGAL DESCRIPTION, AND SHALL REQUIRE THAT ANY FUNDS RECEIVED FROM GRANTS, PRIVATE, FEDERAL, OR STATE FUNDING BE USED SOLELY TO REIMBURSE THE EXPENDITURE OF THE GREEN SPACE PROGRAM

WHEREAS, the Mitchelville Tract (the “Property”) is one of the last remaining large, undeveloped parcels of land located on Hilton Head Island and abuts an existing town owned park that provides water access and recreation to the general public; and

WHEREAS, the Property is located in Historic Mitchelville on the shores of the Port Royal Sound of Hilton Head Island, which has historic and cultural significance; and

WHEREAS, the Beaufort County Council recognizes the need to preserve land that provides scenic, natural, environmental, recreational, rural, and open space character which is deemed essential to the County’s economic viability, environmental resilience, and overall quality of life; and

WHEREAS, the Beaufort County staff received a Fee Simple Application from the Town of Hilton Head Island requesting 100% funding from the Green Space Program which was presented to the Green Space Advisory Committee at their December 6, 2023, meeting, where the GSAC voted to recommend due diligence and negotiations to the Community Services and Land Use Committee; and

WHEREAS, the Beaufort County Community Services and Land Use Committee authorized staff to engage in due diligence and negotiations during their December 12, 2023 meeting; and

WHEREAS, the Beaufort County staff began conducting due diligence and negotiations to further evaluate the property and application against the Beaufort County Green Space Program Criteria to calculate the procurement benefits and overall value; and

WHEREAS, while Beaufort County and Town of Hilton Head staff undertook due diligence and negotiations, a consent order to quiet title and partition land by sale was filed on March 25, 2024 (“Exhibit A”), placing a court mandated deadline requiring all purchase agreements be submitted by April 30, 2024, placing very specific restrictions and requirements on submissions; and

WHEREAS, the Beaufort County staff presented the existing due diligence documents and their evaluation to the Green Space Advisory Committee during their April 26, 2024 meeting; and

WHEREAS, the Green Space Advisory Committee reviewed the staff evaluation, existing due diligence, and consent order, and voted to recommend conditional approval for the grant of Green Space funds to contribute to the procurement of the Property, not to exceed the final valuation as determined by a new appraisal after the completion of an updated plat, contingent upon full legal description; and

WHEREAS, the Green Space Advisory Committee additionally recommended that all funds acquired through other grant/funding opportunities be used solely to reimburse the Green Space Program grant in order to leverage program funds, because matching funds were not offered by the Town of Hilton Head or others; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the Interim County Administrator to execute the necessary documents to contribute to funding for the procurement of a government owned fee simple acquisition of real property for the purposes of purchasing development rights and providing public passive recreation access.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize a Resolution authorizing the Interim County Administrator to execute the documents necessary and to provide funds to contribute to the procurement by the Applicant of fee simple real property located on Hilton Head Island, known as the Mitchelville tract (PIN# R510 005 000 0007 0000), not to exceed the final value as determined by a new appraisal after the completion of an updated plat, resolution of all legal issues/claims, contingent upon full legal description, and shall require that any funds received from grants, private, federal, or state funding be used solely to reimburse the expenditure of the Green Space Program.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST: _____

Sarah W. Brock, Clerk to Council

Exhibit "A"

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CIVIL ACTION NO. 2020-CP-07-02301
)	
GEORGIA HARRISON,)	
BARBARA HARRISON, JOYCE)	
ELLEN HARRISON, WILLIAM S.)	
HARRISON, III, STANLEY)	
ROBERTS, and DIANA)	
MENDHEIM, individually and as)	
agent and attorney in fact,)	
)	
Plaintiffs,)	
vs.)	
)	CONSENT ORDER
STEPHANIE LORRAINE)	
KIRKLAND, GARY LAMONT)	
KIRKLAND, KEITA NICOLE)	
WHITE, CHERYL KIRKLAND,)	
WILLIAM CHARLES KIRKLAND,)	
PAULETTE KIRKLAND, PAUL T.)	
ALLBRIGHT, CHRISTOPHER)	
KIRKLAND AND SHAWN)	
KIRKLAND,)	
)	
Defendants.)	
_____)	

This action was originally filed on November 24, 2020, to quiet title and partition land by sale pursuant to the Clementa C. Pinckney Uniform Partition of Heirs' Property Act, codified at S.C. Code Annot. Section 15-61-310 *et. seq.* The case was referred to the undersigned Master in Equity on April 21, 2021.

On October 20, 2021, the Defendants were notified by Order of their rights to purchase all of the Plaintiff cotenants' ownership interest in the property that is the subject of this action (the "Property") as allowed under the Pinckney Act. The Defendants had until December 22, 2021 to pay their

apportioned prices into Court, and by that Order, if the Defendants failed or refused to pay their apportioned prices into Court by December 22, 2021, then the Property was to be partitioned by sale at a purchase price of not less than \$9,100,000.00 and the Plaintiffs were authorized by that Order, to enter into, or ratify, a contract of sale of the Property for not less than that price. None of the Defendants paid their apportioned prices into Court by December 22, 2021.

On December 22, 2021, Defendants filed their Motion for Relief of Judgment and for Extension of Time to Tender Purchase Price and Right of First Refusal. On January 20, 2022, the Court denied said motion. Thereafter, Defendants filed a Motion for Reconsideration of the January 20, 2022 Order, and the Court denied that Motion for Reconsideration on March 7, 2022.

On March 9, 2022, the Defendants filed a Notice of Appeal to the Court of Appeals, which was assigned Case No. 2022-000277. That appeal was dismissed on March 15, 2023 and the Remittitur filed on April 5, 2023.

Just prior to the Court of Appeals' dismissal of Case No. 2022-000277, the Defendants herein filed a new Notice of Appeal on March 13, 2023, seeking the Court of Appeals' review of my Order of November 7, 2022 that denied the Defendants' September 7, 2022 motion entitled "Defendants' Motion For Stay And Waiver of Supersedeas Bond Or In the Alternative A Nominal Bond Pending Appeal" and of my Order of March 8, 2023 that denied the Defendants' Motion For Reconsideration of the November 7, 2022 Order. That appeal was assigned Case No. 2023-000438, and remains pending at the present time.

Although this case is currently on appeal, the parties now appear before this Court with a joint request for the Court to enter a Consent Order that allows the Petitioners to move forward with negotiations to sell the Property to a third party for the highest dollar amount that can be negotiated, with the caveat that Defendants will have the right to match the specific terms and conditions of the final agreement and acquire the Plaintiffs' 98.82 percent ownership interest according to the following timetable:

1. The Plaintiffs are free to (and encouraged to) proceed to negotiate a final written agreement for the sale and purchase of the Property at the highest price possible above \$9,100,000.00, which will benefit all heirs. Plaintiffs must provide copies of all purchase and sale agreements for the sale of the Property (including all amendments, exhibits and attachments) along with evidence of proof of funds from each proposed purchaser, to Defendants, in the manner set forth in Section 3 below, and to the Court no later than 4:00 pm EDT on April 30, 2024. The Court shall thereafter hold a hearing no later than May 14, 2024, regarding all purchase and sale agreements for the sale of the Property submitted by the stated deadline so the parties may state their respective positions on each agreement to assist the Court with its approval of an agreement for the sale of the Property(the "Approved Agreement"). While the purchase price will be a primary factor the Court will consider, the Court shall also consider other commercially reasonable factors

including, but not limited to, the following: (1) cash v. non-cash offer; (2) amount of earnest money; (3) length of due diligence period, including reservation of right to extend due diligence period; (4) timing, conditions and amount of any earnest money becoming nonrefundable, (5) maximum time to close; and (6) proof of funds acceptable to the Court; provided, however, that proof of funds related to any purchase and sale agreement with a town, municipality, governmental entity, or similar body may consist of a sworn certification by the chief administrative officer, such as a Town Manager or a County Administrator, that sufficient funds have been allocated for the acquisition of the Property. No purchase and sale agreement may be submitted to the Court for consideration to which a town, municipality, governmental entity, or similar body is a party that requires further approvals (including full funding authorization, resolutions, ordinances, approvals and allocated sourcing of the same) from the governing body; and any submissions of the same shall be considered null and void. The planned or intended use of the Property by a prospective purchaser shall not be a factor in the determination of the Approved Agreement. The Approved Agreement may provide that all parties to this action will convey their undivided ownership interests in the Property by limited warranty deed and that this Court will convey the interests of any other claimants by Masters' Deed. For

avoidance of doubt, Defendants are not prohibited from presenting Plaintiff with a purchase and sale agreement to purchase their undivided interests in the Property.

2. Any purchase and sale agreement for the sale of the Property to a third party negotiated by the Plaintiffs must contain provisions that acknowledge that (a) the purchase and sale agreement is subject to review and approval by the Court; and (b) the Court will provide the Defendants an option to acquire the Plaintiffs' undivided interests in the Property (the "Option") on the same terms and conditions set forth in such purchase and sale agreement for a purchase price equal to 98.828122% of the contract sales price for the Property; provided, however, (i) that regardless of the due diligence period provided for in the Approved Agreement, Defendants shall have a due diligence period that is the greater of (A) the due diligence period provided in the Approved Agreement, or (B) sixty (60) days from the date that Defendants exercise the Option; (ii) that regardless of the length of time between the end of the due diligence period and the date of closing of the sale of the Property under the Approved Agreement (the "Close Period"), Defendants shall have a Close Period that is the greater of (A) the Close Period provided in the Approved Agreement, or (B) fifteen (15) days; and (iii) that regardless of any proposed or intended use of the Property stated in the Approved Agreement,

Defendants shall have no restrictions regarding use of the Property and any provisions of the Approved Agreement regarding limitations on the use of Property are, as to the Defendants, null and void and of no effect. Defendants must exercise the Option by delivering written notice of such exercise to the Court and to counsel for the Plaintiffs no later than 4:00 PM EDT on the date that is ten (10) business days after the Court’s approval of the Approved Agreement.

- 3. All purchase and sale agreements for the sale of the Property negotiated by the Plaintiffs shall be submitted to the Court for final approval and simultaneously shall be given to the Defendants by e-mail and overnight delivery of a copy of the purchase and sale agreement to the Defendants’ attorney Charles E. Houston to his email address chouston@houstonlawfirm.net and overnight delivery of a hard copy to his office address of The Houston Law Firm, LLC, 1011 Bay Street, Suite 2A, Beaufort, SC 29902, and to the Defendants’ consulting counsel, Earsa R. Jackson, at her email to EJackson@clarkhill.com with a hard copy overnighted to Earsa Jackson, Esq., Clark Hill, 901 Main Street, Suite 6000, Dallas, TX 75202. If Defendants timely exercise the Option, their written notice of exercise of the Option shall be accompanied by evidence acceptable to the Court of Defendants’ financial ability to close the purchase of Plaintiffs’ undivided interests in the Property pursuant

to the terms of the Approved Agreement. Upon the Court's approval of Defendants' financial ability to close the purchase of the Property, Plaintiffs must thereafter deal exclusively with Defendants during the applicable due diligence period and Close Period.

4. If the Defendants fail or refuse to timely exercise the Option, then the Option shall conclusively be waived and discharged, and the Plaintiffs shall proceed forward with the Purchaser under the Approved Agreement on the same terms and conditions of the Approved Agreement. Any modification of purchase price or any terms of the Approved Agreement after the expiration of the Option requires Court approval and restarts Defendants' ten (10) business day Option. At closing, the net sales proceeds representing the Defendants' undivided ownership interests in the Property will be distributed to the Defendants by transmittal of such amounts to the Defendants' attorney's Trust Account or to the Office of the Clerk of Court for Beaufort County. Each party shall be responsible for payment of its own attorney's fees and costs incurred related to this case and the sale of the Property, including but not limited to broker, consulting, and attorney's fees.

5. In exchange for the Plaintiffs' agreement to allow the Defendants to have the Option set forth herein, the Defendants agree that if and

when a final purchase and sale agreement is reached for conveyance of the Property to a third party at a price above \$9,100,000.00 and is approved by the Court, upon the timely exercise of, or the expiration of, the Option, (a) all further claims for relief remaining in this case are waived and ended and this Consent Order shall bring this case to a close and end same at such time, except as to supplementary proceedings as may be necessary or desirable to facilitate the closing of the sale of the Property under the Approved Agreement and the distribution of the net proceeds of such sale, and to enforce the terms of this Consent Order; (b) the Defendants shall immediately dismiss their pending appeal to the Court of Appeals; and (c) Defendants waive any right (i) to appeal regarding any matters in this case, and (ii) to file any new actions regarding the Property. This agreement by all parties to end the case and all appeals upon the Court's approval of the Approved Agreement and the timely exercise of or expiration of Defendants' Option is binding on all parties whether or not the Defendants complete the purchase of the Plaintiffs' 98.828122 percent ownership interests in the Property. For avoidance of doubt, Plaintiffs, too, waive any right to appeal regarding matters in this case.

- 6. Regardless of whether the Defendants' Option is timely exercised or expires, Plaintiffs and Defendants shall reasonably cooperate with

each other to convey their undivided interests in the Property, including cooperation related to the closing on the purchase and sale of the Property, such as any necessary supplementary order in this matter; the timely execution and delivery of limited warranty deeds by all Plaintiffs and all Defendants to the ultimate purchaser of the Property under the Approved Agreement, be that the Defendants or the original contract purchaser; Master's Deed conveying to Defendants or to the original contract purchaser the undivided interest in the Property held by any persons or entities claiming any right, title, interest in, or lien upon the Property; reasonable requirements of a national title insurance company to obtain an ALTA Owner's Policy of Title Insurance; cancellation and satisfaction of record of any valid lis pendens affecting the Property; and dismissal of this matter with prejudice.

- 7. In the event the sale of the Property under the Approved Agreement does not timely occur, Plaintiffs must notify the Court and Defendants of the same within forty-eight hours of the same.
- 8. For avoidance of doubt, all rights of the Defendants under this Consent Order shall inure to any designee, joint venturer, or other party the Defendants cooperate with to submit a purchase and sale agreement for the Property.

- 9. If any party violates any term or provision of this Consent Order, and another party seeks to enforce compliance with this Consent Order by supplementary proceedings in this matter, the prevailing party shall be entitled to recover the reasonable costs of enforcing compliance with this Consent Order, including, without limitation, attorneys' fees and court costs.

AND IT IS SO ORDERED this ____ day of March, 2024.

s/ _____
Marvin Dukes, III
Master In Equity and Special Circuit
Court Judge of Beaufort County

WE CONSENT:

/s/ Thomas C. Taylor
Thomas C. Taylor (SC Bar No. 5499)
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CO-COUNSEL FOR PLAINTIFFS

March 22, 2024

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CO-COUNSEL FOR PLAINTIFFS

March 22, 2024

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COUNSEL FOR DEFENDANTS

March 22, 2024



Beaufort Common Pleas

Case Caption: Georgia Harrison , plaintiff, et al VS Stephanie Lorraine Kirkland ,
defendant, et al
Case Number: 2020CP0702301
Type: Order/Consent Order

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2024-03-25 10:21:31 page 12 of 12



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND COUNCIL APPROVE A RESOLUTION TO ESTABLISH BEAUFORT COUNTY'S COMMUNITY DEVELOPMENT PRIORITY LIST
MEETING NAME AND DATE:
Community Services and Land Use Committee May 13, 2024
PRESENTER INFORMATION:
Audra Antonacci – Ogden, Assistant County Administrator – Community Services <i>5 minutes</i>
ITEM BACKGROUND:
The Beaufort County Community Development Priority List is updated annually.
PROJECT / ITEM NARRATIVE:
The Beaufort County Development Priority List is updated annually and is provided to the Lowcountry Council of Government as a pre-requisite for Community Development Block Grant Program Applications. The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low or moderate income (LMI). The annual allocation from HUD for the program is administered by the SC Department of Commerce – Division of Grant Administration.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of a resolution to establish Beaufort County's Community Development Priority List.
OPTIONS FOR COUNCIL MOTION:
Motion to approve a Resolution to establish Beaufort County's Community Development Priority List or motion to deny a Resolution to establish Beaufort County's Development Priority List.

RESOLUTION 2024/___

A RESOLUTION ADOPTING PRIORITY COMMUNITY DEVELOPMENT NEEDS

WHEREAS, every year the county is required to provide the Lowcountry Council of Governments with a “Community Development Priority” list, as a prerequisite to applying for federal Community Development Block Grant funds; and

WHEREAS, during the April 22, 2024 Beaufort County Council meeting Lowcountry Council of Governments presented the SC CDBG Program; and,

WHEREAS, at the May 13, 2024 meeting of the Community Services Committee the County’s priority community development needs were discussed and an opportunity for public comment was provided;

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, in meeting duly assembled, does hereby affirm that the County’s priority community needs for 2024 are as follows:

1. Provide new quantifiable public services and materials that will primarily benefit low and moderate-income (LMI) individuals and are needed to prepare for, respond to, or prevent the spread of coronavirus. These activities include but are not limited to:
 - a. After school programs.
 - b. Alterations or retrofitting of publicly owned facilities to facilitate compliance with public health guidelines. (HVAC and air filtration improvements, expansion of interior public spaces to facilitate social distancing, and equipment or public improvements needed to expand or improve internet access).
2. Drainage improvements in low-and-moderate income neighborhoods as identified in our capital improvement plan.
3. Funding for public facilities, transportation, recreation centers, and services; other activities that strengthen existing quality of life (parking garage, event center, education and workforce development, public health, and safety “pathways”).
4. Housing programs – Water and sewer hookups to replace failing septic systems and wells in low-and-moderate income communities and/or neighborhoods; housing repair for low-and-moderate income homeowners and for rental units occupied by low-and-moderate income renters; programs to promote new affordable rental housing; programs and policies to promote homeownership for low-and-moderate income households; and incentives to promote affordable infill housing.

- 5. Streetscape improvements in all areas of the county that contain low-and-moderate income communities and/or neighborhoods.
- 6. Improvements to public recreation facilities that benefit low-and-moderate income citizens of the County.
- 7. Extend access and affordable options to digitally underserved areas through coordination with Internet Service Providers (ISPs) and State Office of Resiliency.
- 8. Disaster Recovery – Provide recovery activities to low-income areas affected by Presidentially declared disasters.

Adopted this ____ day of May, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST: _____

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AMENDING CHAPTER 38 ENVIRONMENT, ARTICLE VI SINGLE USE PLASTIC BAGS SECTION 38-161, PURPOSE; SECTION 38-162 DEFINITIONS; SECTION 38-163 REGULATIONS; AND SECTION 38-164 EXEMPTIONS OF THE BEAUFORT COUNTY CODE OF ORDINANCES.
MEETING NAME AND DATE:
Community Services and Land Use Committee May 13 2024
PRESENTER INFORMATION:
(Deputy County Attorney Brian Hulbert) (5 minutes)
ITEM BACKGROUND:
The Keep Beaufort County Beautiful Board requests that Beaufort County Council pass an ordinance to eliminate the use of plastic carryout bags, plastic straws and polystyrene/plastic foam in order to protect marine wildlife and local wildlife, in order to maximize the operating life of landfills and lessen the economic and environmental costs of managing waste. If Council would like to take this action it is best accomplished by amending our current Single Use Plastic Bag ordinance.
PROJECT / ITEM NARRATIVE:
Amend the Single Use Plastic Bag ordinance to eliminate the use of plastic carryout bags, plastic straws and polystyrene/plastic foam in order to protect marine wildlife and local wildlife, in order to maximize the operating life of landfills and lessen the economic and environmental costs of managing waste.
FISCAL IMPACT:
<i>There would be no direct fiscal impact on the County.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff has no recommendation in relation to the proposed ordinance amendments.
OPTIONS FOR COUNCIL MOTION:
<ol style="list-style-type: none">1) Move forward to Council for Approval/Adoption or to not Approve on May 28, 2024; or2) Move forward to Council for Approval/Adoption or to not Approve at a future meeting after the proposed amendments are forwarded to the municipalities in Beaufort County for comment and concurrence in an attempt to have a uniform ordinance throughout Beaufort County; or3) Forward to the municipalities in Beaufort County for comment and concurrence in an attempt to have a uniform ordinance throughout Beaufort County and then bring back to the Community Services and Land Use Committee for further discussion after receiving comments from the municipalities.

ORDINANCE 2024/ ____

AN ORDINANCE AMENDING CHAPTER 38 ENVIRONMENT, ARTICLE VI SINGLE USE PLASTIC BAGS SECTION 38-161, PURPOSE; SECTION 38-162 DEFINITIONS; SECTION 38-163 REGULATIONS; AND SECTION 38-164 EXEMPTIONS OF THE BEAUFORT COUNTY CODE OF ORDINANCES.

WHEREAS, Chapter 38, Article VI Single Use Plastic Bags was adopted on January 22, 2018 for the purpose of improving the environment of the county by encouraging the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased goods; and

WHEREAS, The Keep Beaufort County Beautiful Board requests that Beaufort County Council pass an ordinance to eliminate the use of plastic carryout bags, plastic straws and polystyrene/plastic foam in order to protect marine wildlife and local wildlife, in order to maximize the operating life of landfills and lessen the economic and environmental costs of managing waste; and

WHEREAS, Beaufort County Council determines that in order to discourage and decrease the use of certain carryout plastic bags, plastic straws and expanded polystyrene food service products, it is necessary to regulate such use; and

WHEREAS, Beaufort County Council determines that regulating and eventually prohibiting the use of plastic carryout bags, plastic straws and polystyrene/plastic foam take-out food packing products and replacing them with food service ware that is locally recyclable or compostable and restricting the use of polystyrene/plastic foam products that are not wholly encapsulated or encased by a more durable material will further protect the county, its citizens and visitors, its marine life and wildlife, and will support the county's goal of reducing waste and litter in an effort to attain a cleaner and healthier environment and reduce the economic impact of non-recyclable waste; and

WHEREAS, Beaufort County Council wishes to create a uniform standard regarding the ban on the use plastic carryout bags, plastic straws and polystyrene/plastic foam products throughout the county; it therefore finds it is the best interest of the county's residents, visitors, marine life and wildlife to eliminate the use of plastic carryout bags, plastic straws and polystyrene/plastic foam products by business establishments, thereby encouraging the use of reusable carryout bags and recyclable products in an effort to eliminate non-biodegradable waste and alleviate the economic impact of said products; and

WHEREAS, Beaufort County Council wishes to amend the Single Use Plastic Bags ordinance to eliminate the use of plastic carryout bags, plastic straws and polystyrene/plastic foam products by business establishments, thereby encouraging the use of reusable carryout bags and recyclable products in an effort to eliminate non-biodegradable waste and alleviate the economic impact of said products.

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL THAT:

Chapter 38 Environment, Article VI Single Use Plastic Bags which appears in Beaufort County Code of Ordinances is hereby amended to reflect the language as depicted in exhibit A.

Adopted this _____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah w. Brock, JD, Clerk to Council

EXHIBIT A

PART I - GENERAL ORDINANCES

Chapter 38 - ENVIRONMENT

ARTICLE VI. ~~SINGLE-USE PLASTIC BAGS,~~ STRAWS, POLYSTYRENE/PLASTIC FOAM PRODUCTS**ARTICLE VI. ~~SINGLE-USE PLASTIC BAGS,~~ STRAWS, POLYSTYRENE/PLASTIC FOAM PRODUCTS.****Sec. 38-161. Purpose and intent.**

~~This article is adopted to improve the environment of the county by encouraging the use of reusable checkout bags and recyclable paper carryout bags and banning the use of single-use plastic bags for retail checkout of purchased goods. Business establishments are encouraged to make reusable bags available for sale, to make recyclable paper carryout bags available for distribution and to continue offering bins for all recyclable products including, but not limited to, plastic products. This article does not impose a tax on the use of plastic products of any kind including, but not limited to, single use plastic bags.~~

This Chapter is adopted to improve the environment of the county by banning the use of plastic carryout bags for distribution and use by food or grocery establishments, food providers, retailers, stores, shops, sellers, vendors and other merchants for their customers to carry, transport or store purchased goods or products; banning the use and distribution of plastic straws; and banning the use and distribution of polystyrene/plastic foam products. Businesses are encouraged to have reusable carryout bags available for sale and provide recyclable paper carryout bags to customers; and are also encouraged to provide bins on the premises for all recyclable products including, but not limited to, plastic and aluminum waste. This Ordinance does not impose a tax on the use of plastic or polystyrene/plastic foam products of any kind including, but not limited to, plastic carryout bags.

(Ord. No. 2018/5, 1-22-2018)

Sec. 38-162. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Business establishment.* Any commercial enterprise that provides carryout bags to its customers through its employees or independent contractors associated with the business. The term includes sole proprietorships, joint ventures, partnerships, corporations, or any other legal entity, whether for profit or not for profit.~~ *Any food or grocery establishment, food provider, retail or commercial enterprise that provides plastic carryout bags, single-use plastic products (including but not limited to plastic straws) or polystyrene/plastic foam products to its customers through its employees, agents or independent contractors associated with that*

business. The term includes, but is not limited to, retailers, stores, shops, sellers, vendors, warehouses, merchants or any other entity that sells goods and products that use and distribute plastic carryout bags, single-use plastic products or polystyrene/plastic foam products to their customers to be used on the business' premises or to carry, transport or stores purchased good or products purchased from the business establishment.

Customer. A person who purchases merchandise from a business establishment.

Disposable Food Service Ware. (Interchangeable with “to go containers” and “food packaging materials”) Any product, including but not limited to bowls, containers, clamshells containers, cartons, cups, cutlery, napkins, plates, straws, stirrers, trays, and other items designed for one time use associated with prepared foods, including without limitation, service ware for takeout foods and/or food from partially consumed meals prepared by food providers.

Polystyrene/plastic foam. A blown, expanded and extruded polystyrene (often called Styrofoam) or other plastic foam processed by multiple techniques into consumer products. The products generally include, but are not limited to, bowls, cups, clamshell containers, egg cartons, coolers, ice chests, beach and pool toys, plates, shipping boxes and packaging, food packaging trays.

Plastic carryout bag. A bag provided by a business establishment to a customer typically at the point of sale for the purpose of a onetime use to transport purchases, which is predominately made of plastic derived from either petroleum or a biologically-based source, including compostable and biodegradable bags but excluding reusable carryout bags.

Reusable carryout bag. A carryout bag that is specifically designed and manufactured for multiple reuse, and meets the following criteria:

- ~~(1) Displays in a highly visible manner on the bag exterior, language describing the bag's ability to be reused and recycled;~~
- ~~(2) Has a handle; except that handles are not required for carryout bags constructed out of recyclable paper with a height of less than 14 inches and width of less than eight inches; and~~
- ~~(3) Is constructed out of any of the following materials:

 - ~~(a) Cloth, other washable fabric, or other durable materials, whether woven or non-woven; or~~
 - ~~(b) Recyclable plastic, with a minimum thickness of 2.25 mils;~~~~

(1) Displays in a highly visible manner on the bag exterior, language describing the bag's ability to be reused and recycled;

(2) Has handles which are stitched and not heat-fused; except for paper bags. Handles are not required for carryout bags constructed out of recyclable paper with a height of less than 14 inches and width of less than eight inches; and

(3) Is constructed out of any of the following materials:

- (a) Cloth, other washable fabric, or other durable materials, whether woven or non-woven;
- (b) Recyclable plastic, with a minimum thickness of 4 mils; or
- (c) Recyclable paper.

Single-use plastic carryout bag. A bag provided by a business establishment to a customer typically at the point of sale for the purpose of transporting purchases, which is made predominantly of plastic derived from either petroleum or a biologically based source. "Single-use plastic carryout bag" includes compostable and biodegradable bags, but does not include reusable carryout bags.

(Ord. No. 2018/5, 1-22-2018)

Sec. 38-163. Regulations.

- (a) No person may provide ~~single-use~~ plastic carryout bags at any county facility, county-sponsored event, or any event held on county property.
- (b) No business establishment within the unincorporated county limits may provide ~~single-use~~ plastic carryout bags to its customers.
- (c) Business establishments within the county limits are strongly encouraged to provide prominently displayed signage advising customers of the benefit of reducing, reusing and recycling and promoting the use of reusable carryout bags and recyclable paper carryout bags by customers.
- (d) No person may provide plastic straws or polystyrene/plastic foam products at any county facility or any event sponsored by the county or held on county property.
- (e) No food or grocery establishment or food provider within the unincorporated areas of Beaufort County may provide plastic straws, plastic food service ware or disposable food service ware containing polystyrene/plastic foam to its customers.
- (f) All Beaufort County facilities shall use recyclable or compostable products for disposable food service ware.
- (g) No business establishment within the unincorporated areas of Beaufort County can sell, rent or provide any polystyrene/plastic foam products to its customers, except as exempted in this Ordinance.

(Ord. No. 2018/5, 1-22-2018)

Sec. 38-164. Exemptions.

This article shall not apply to:

- (a) Laundry dry cleaning bags, door-hanger bags, newspaper bags, or packages of multiple bags intended for use as garbage, pet waste, or yard waste;
- (b) Bags provided by pharmacists, physicians, dentists, or veterinarians to contain prescription drugs or other medical ~~necessities~~ products;
- (c) Bags used by a customer inside a business establishment to:
 - (1) Contain bulk items, such as produce, nuts, grains, candy, or small hardware items;
 - (2) Contain or wrap frozen foods, meat, or fish, whether or not prepackaged;
 - (3) Contain or wrap flowers, potted plants or other items to prevent moisture damage to other purchases; or
 - (4) Contain unwrapped prepared foods or bakery goods; and
- (d) Bags of any type that the customer bring to the store for their own use for carrying away from the store goods that are not placed in a bag provided by the store;
- (e). Trays made from polystyrene/plastic foam which are used to contain meats, fruits and dairy products;
- (f) Plastic straws that are necessary due to medical or physical conditions;
- (g) Products made of polystyrene/plastic foam which are wholly encapsulated or encased by a more durable material, including but not limited to surfboards, boats and life preservers;
- (h) Any products purchased, prepared or packaged outside the unincorporated area of Beaufort County that are delivered to or sold in the county;
- (i) Any organization providing emergency services during a declared state of emergency or an emergency situation where the immediate preservation of the public peace, health or safety is involved;
- (j) Bags used by 501(c)(3) organizations associated with schools, religious groups and humanitarian organizations to distribute food, grocery products, clothing or other household items;
- (k) Meat and seafood trays, egg cartons, plastic lids used to contain foods and liquids, single-use condiment packaging and carry out cutlery (spoons, forks, etc.);
- (l) Items used for ready-to-eat foods by food and grocery establishments that are predominantly made of paper, including: wax paper products, paper products with plastic inserts/sections, and paper cups and bowls that are lined with plastic;
- (m) Construction products made from polystyrene/plastic foam, if the products are used in compliance with the Beaufort County Code and used in a manner preventing the polystyrene/plastic foam from being released into the environment;
- (n) Any packaging used by a food or grocery establishment that is required to comply with South Carolina Department of Health and Environmental Control Retail Food

Establishment Regulation 61-25 and similar food safety regulations, or are required to comply with any federal food safety laws and regulations, shall be exempt from the provisions of this Ordinance.

(Ord. No. 2018/5, 1-22-2018)

Sec. 38-165. Penalties.

- (a) Any business establishment that violates or fails to comply with any of the provisions of this chapter after a written warning notice has been issued for that violation shall be deemed guilty of a misdemeanor. The penalty shall not exceed \$100.00 for a first violation; \$200.00 for a second violation within any 12-month period; and \$500.00 for each additional violation within any 12-month period. Each day that a violation continues will constitute a separate offense.
- (b) In addition to the penalties set forth in this section, repeated violations of this chapter by a person who owns, manages, operates, is a business agent of, or otherwise controls a business establishment may result in the suspension or revocation of the business license issued to the premises on which the violations occurred. No business license shall be issued or renewed until all fines outstanding against the applicant for violations of this chapter are paid in full.
- (c) Violation of this chapter is hereby declared to be a public nuisance, which may be abated by the county by restraining order, preliminary and permanent injunction, or other means provided for by law, and the county may take action to recover the costs of the nuisance abatement.

(Ord. No. 2018/5, 1-22-2018)

Sec. 38-166. Effective date and review.

- (a) The provisions of this article shall take effect eight months from the date county council enacts the ordinance codified in this article provided that the same or a substantially similar ordinance has been adopted by every municipality in Beaufort County. If the same or substantially similar ordinance has not been adopted by every municipality in Beaufort County on the date county council adopts this article, then this article shall take effect on the date the last municipality does adopt such an ordinance.
- (b) Provided this article takes effect, the county will implement a program to evaluate the success of this article by soliciting input, including statistical data, from all parties and organizations with an interest in this legislation. County council will review the evaluation three years from the date this article goes into effect.

(Ord. No. 2018/5, 1-22-2018)

Secs. 38-167—38-190. Reserved.