



Natural Resources Committee Meeting

Chairman

ALICE HOWARD

Vice Chairman

GERLAD DAWSON

Council Members

LOGAN CUNNINGHAM
YORK GLOVER, SR.
LAWRENCE MCELYNN

Interim County Administrator

ERIC GREENWAY

Clerk to Council

SARAH W. BROCK

Staff Support

CHUCK ATKINSON
JARED FRALIX

Administration Building

Beaufort County Government
Robert Smalls Complex
100 Ribaut Road

Contact

Post Office Drawer 1228
Beaufort, South Carolina 29901-1228
(843) 255-2180
www.beaufortcountysc.gov

Natural Resources Committee Agenda

Monday, April 05, 2021 at 3:30 PM

[This meeting is being held virtually in accordance with Beaufort County Resolution 2020-05] ALL OF OUR MEETINGS ARE AVAILABLE FOR VIEWING ONLINE AT WWW.BEAUFORTCOUNTYSC.GOV AND CAN ALSO BE VIEWED ON HARGRAY CHANNELS 9 AND 113, COMCAST CHANNEL 2, AND SPECTRUM CHANNEL 1304

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 -MARCH 1, 2021

CITIZEN COMMENTS

6. CITIZENS MAY JOIN VIA ZOOM USING THE LINK AND MEETING INFORMATION BELOW:

[MEETING LINK](#)

Meeting number (access code): 160 846 4760

Password: BC123

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

AGENDA ITEMS

7. ATTAINABLE HOUSING UPDATE
8. A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS
9. A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A JOINT OWNERSHIP AND OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND FOR THE PROPERTY KNOWN AS FORD SHELL RING PRESERVE

- [10.](#) Contract to award ITB031021 for purchase of timber to S. A. Allen Timber Company
-

BOARDS AND COMMISSIONS

- [11.](#) REAPPOINTMENT FOR ART BAER TO RURAL AND CRITICAL LANDS PRESERVATION BOARD.
2nd TERM IN DISTRICT 1
1st TERM - 2019 (PARTIAL-TERM)
EXPIRES IN 2025
- [12.](#) REAPPOINTMENT FOR WALTER MACK TO RURAL AND CRITICAL LANDS PRESERVATION BOARD
2nd TERM IN DISTRICT 3
1st TERM - 2017
EXPIRES IN 2025
- [13.](#) APPOINTMENT FOR JAMES BENNETT TO RURAL AND CRITICAL LANDS PRESERVATION BOARD
1st TERM - DISTRICT 5
EXPIRES IN 2025
- [14.](#) REAPPOINTMENT FOR NATALIE HEFTER TO HISTORIC PRESERVATION REVIEW BOARD
4th TERM - SOUTHERN BEAUFORT COUNTY
1st TERM – 2009
2nd TERM – 2013
3rd TERM – 2019
EXPIRES ON 2025
- [15.](#) REAPPOINTMENT FOR KATRINA EPPS TO HISTORIC PRESERVATION REVIEW BOARD
3rd TERM (BLUFFTON HISTORIC FOUNDATION)
1st TERM - 2015
2nd TERM - 2017
EXPIRES IN 2025
- [16.](#) APPOINTMENT OF GAIL MURRAY (District 1) or DANIEL RIEDEL (District 4) FILL THE NORTHERN BEAUFORT COUNTY OPENING ON THE ZONING BOARD OF APPEALS.
- [17.](#) APPOINTMENT OF GIRARD HOFFMAN TO SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICAN BOARD.
1st TERM- DISTRICT 5
EXPIRES ON 2025
18. ADJOURNMENT



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF MINUTES
MEETING NAME AND DATE:
NATURAL RESOURCES COMMITTEE MEETING <ul style="list-style-type: none">• APRIL 5, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN HOWARD
ITEM BACKGROUND:
NATURAL RESOURCES COMMITTEE MEETING <ul style="list-style-type: none">• MARCH 1, 2021
PROJECT / ITEM NARRATIVE:
CONSIDERATION OF APPROVAL FOR NATURAL RESOURCES COMMITTEE MINUTES FROM MARCH 1, 2021.
FISCAL IMPACT:
NONE
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY, OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) NATURAL RESOURCES COMMITTEE MINUTES FROM MARCH 1, 2021.



Natural Resources Committee Meeting

Chairman

ALICE HOWARD

Vice Chairman

GERLAD DAWSON

Council Members

LOGAN CUNNINGHAM

YORK GLOVER, SR.

CHRIS HERVOCHON

Interim County Administrator

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Natural Resources Committee Minutes

Monday, March 01, 2021 at 3:30 PM

PRESENT

Committee Chair Alice Howard
Committee Vice-Chair Gerald Dawson
Council Member Joseph F. Passiment
Council Member D. Paul Sommerville
Council Member Stu Rodman
Council Member York Glover
Council Member Chris Hervocho
Council Member Mark Lawson
Council Member Lawrence McElynn
Council Member Logan Cunningham

ABSENT

Council Member Brian Flewelling

CALL TO ORDER

Chairman Howard called the meeting to order at 3 PM

PLEDGE OF ALLEGIANCE

Chairman Howard led the Pledge of Allegiance.

FOIA

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

APPROVAL OF AGENDA

Amend Agenda: It was moved by Council Member Passiment, seconded by Council Member Sommerville to add citizens' comments before action items. The motion was approved without objection.

Motion: It was moved by Council Member Sommerville, seconded by Committee Vice-Chair Dawson to approve the agenda as amended. The motion was approved without objection.

APPROVAL OF MINUTES

Motion: It was moved by Council Member Sommerville, seconded by Council Member Glover to approve the February 1, 2021 minutes. The motion was approved without objection.

Citizens Comments

Jesse White submitted a letter to Committee on behalf of the Coastal Conservation League regarding the rezoning for nearly 18 acres on Okatie Highway.

ACTION ITEMS

Rural and Critical Land Preservation Program Consulting Services for Beaufort County

Dave Thomas stated the Beaufort County Rural and Critical Land Preservation Program is a tax-payer bond funded land acquisition program administered by the Beaufort County Planning and Zoning Department. The purpose of the Program is to provide a means by which rural and critical lands may be protected and enhanced as economic and environmental resources of major importance. In accordance with the Rural and Critical Land Preservation Ordinance (26-26 to 26-49 (2019/48)), Land Preservation Bond Referendum, the Beaufort County Comprehensive Plan, and Beaufort County policies and priorities, the consultant shall provide staff support and assistance with the purchase of fee simple and/or development rights pursuant to the Program ordinance.

ZONING MAP AMENDMENT/REZONING REQUEST FOR 17.92 ACRES (R600 013 000 00369 0000) AT THE INTERSECTION OF OKATIE HIGHWAY AND CHERRY POINT ROAD FROM T2 RURAL TO C3 NEIGHBORHOOD MIXED USE AND C4 COMMUNITY CENTER MIXED USE DISTRICTS.

Robert Merchant stated the applicator would like to postpone zoning.

Motion: It was moved by Council Member Rodman, seconded by Council Member Cunningham to postpone per request of the owner. The motion was approved without objection.

ZONING MAP AMENDMENT/REZONING REQUEST FOR 1.96 ACRES (R600 036 000 015E 0000) AT THE INTERSECTION MAY RIVER ROAD AND BENTON LANE FROM T3 EDGE TO T2 RURAL CENTER

Noah Krepps stated the applicant seeks to change the zoning of a 1.96-acre lot at the western corner of Benton Ln and May River Rd from T3 Edge to T2 Rural Center (see attached map). The parcel was zoned Neighborhood Commercial District under the 1990 Development Standards Ordinance and was rezoned to Community Preservation in 1999, allowing the commercial development rights to carry over. In 2011, the County held a charrette for the Pritchardville community during the development of the Community Development Code. At that time, the community decided to limit commercial development to a smaller area around the intersection of Gibbet Rd and May River Rd. In 2014, the Community Development Code was adopted, and 122 May River Rd was zoned T3 Edge because it was outside of the small commercial district identified in the charrette.

Motion: It was moved by Council Member Lawson, seconded by Council Member Rodman to move forward to County Council for Approval. Voting Yea: Council Member Passiment, Council Member Rodman, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Cunningham. Voting Nay: Committee Chair Howard, Committee Vice-Chair Dawson, Council Member Sommerville. Voting Abstaining: Council Member Hervochon. The motion passed. 6:3:1 vote.

CONSIDERATION OF APPOINTMENT FOR ROGER JADOWN TO DESIGN REVIEW BOARD.

Motion: It was moved by Committee Vice-Chair Dawson, seconded by Council Member Glover to move forward to County Council for approval. The motion was approved without objection.

CONSIDERATION OF APPROVAL FOR JOHN MAFFEI TO RURAL AND CRITICAL LANDS PRESERVATION BOARD.

Motion: It was moved by Council Member McElynn, seconded by Council Member Glover to move forward to County Council for approval. The motion was approved without objection.

CITIZEN COMMENT

(ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)

No Citizen Comments

ADJOURNMENT

The meeting was adjourned at 3:39 PM



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS
MEETING NAME AND DATE:
Natural Resources Committee, April 5, 2021
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager (10 minutes)
ITEM BACKGROUND:
2012/2013: Beaufort County and the Town of Hilton Head Island jointly purchased 5 parcels along Beach City Road on Hilton Head Island
2/19/2018: County Council approved \$250,000 for the completion of the Historic Mitchelville Freedom Park master plan
3/26/2018: County Council approved up to \$575,000 for Phase I implementation of the Historic Mitchelville Freedom Park master plan
February 2020: County Council approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan
8/17/2020: Finance Committee recommended approval of \$575,000 from H-Tax funds to be used towards Phase I implementation of the Historic Mitchelville Freedom Park master plan
PROJECT / ITEM NARRATIVE:
The approved Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan illustrates the need to use the approximate 5-acres of parcels along Beach City Road and adjacent to the Historic Mitchelville Freedom Park property. The Beach City Road parcels are jointly owned by Beaufort County and the Town of Hilton Head Island. The Town also owns the Historic Mitchelville Freedom Park property, however the Town and the Historic Mitchelville Freedom Park Executive Director are under a management agreement for use and maintenance of the property. The use of the jointly owned Beach City Road parcels will require a separate agreement between the County, Town and Historic Mitchelville Freedom Park Executive Director.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the lease agreement as written
OPTIONS FOR COUNCIL MOTION:
Motion to approve a recommendation to move forward to County Council on April 12, 2021 for adoption of a resolution to authorize the interim county administrator to execute a lease agreement between Beaufort County, the Town of Hilton Head Island and the Historic Mitchelville Freedom Park for the property known as the Beach City Road parcels.

RESOLUTION 2021/___

A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND THE HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS

WHEREAS, Beaufort County (“County”) and the Town of Hilton Head Island (“Town”) are joint owners of certain real property in Beaufort County, South Carolina known as the Beach City Road parcels (R510 005 000 010A 000, R510 005 000 010B 0000, R510 005 000 010I 0000, R510 005 000 0248 0000, R510 005 000 0329 0000) (“Property”) on Hilton Head Island under and by virtue of deeds recorded in the Beaufort County Register of Deeds at Deed Book 3149, Page 1500 and Deed Book 3210, Page 2689, Beaufort County, South Carolina; and

WHEREAS, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

WHEREAS, the County and Town approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan dated February 2020, which illustrates the use of the Property by the Historic Mitchelville Freedom Park and is attached hereto and incorporated by reference as “Attachment A”; and

WHEREAS, the County, Town and the Historic Mitchelville Freedom Park wish to enter into a long-term lease agreement, which details the intended use, management, maintenance and operation of the Property for public access, education and interpretation.

NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the Interim County Administrator to execute the Beach City Road Parcels Lease Agreement with the Town of Hilton Head Island and the Historic Mitchelville Freedom Park, attached hereto as “Attachment B” and incorporated herein fully as if repeated verbatim.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

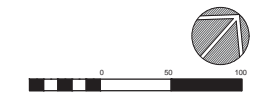
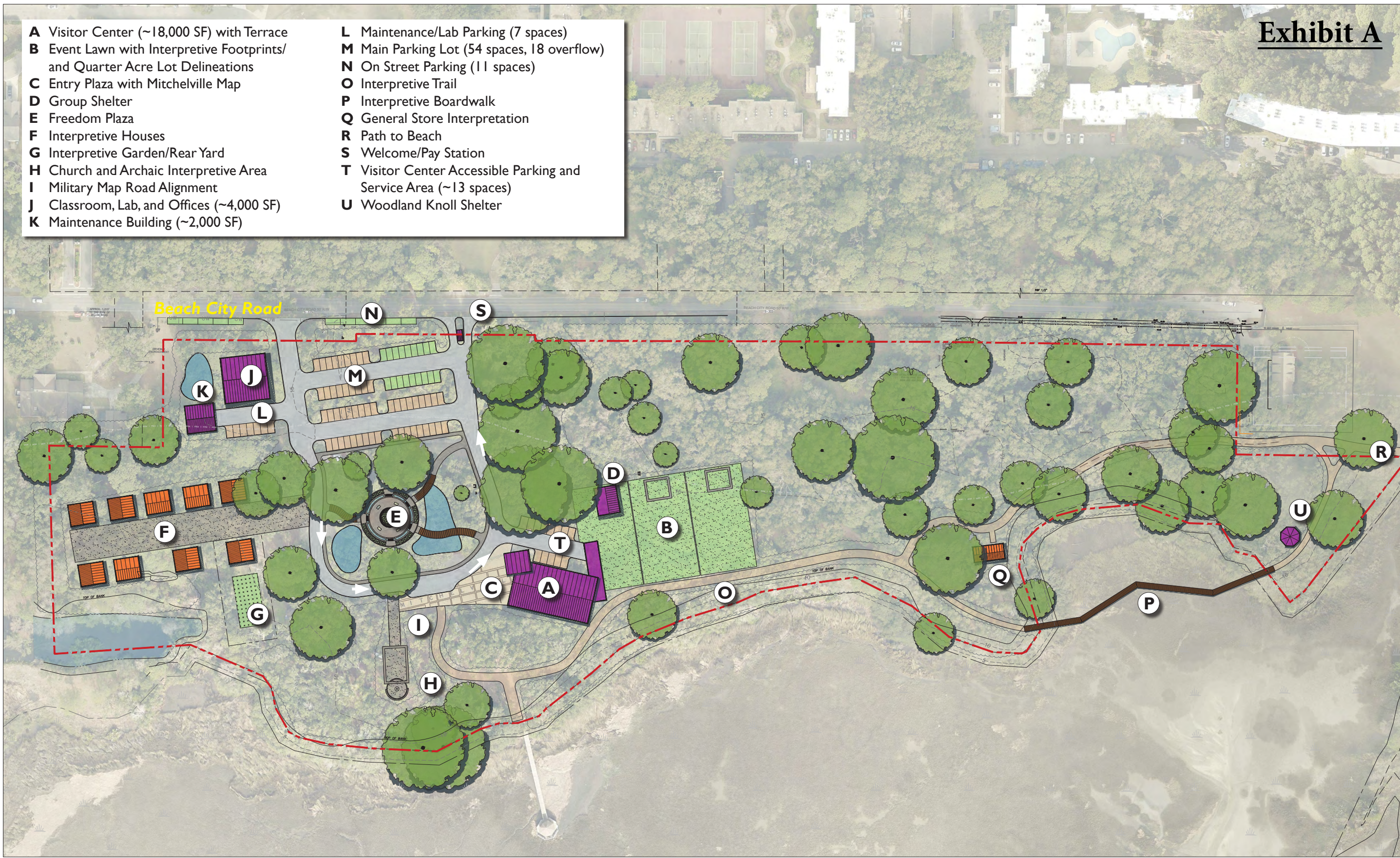
BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock
Clerk to Council

Exhibit A

- A** Visitor Center (~18,000 SF) with Terrace
- B** Event Lawn with Interpretive Footprints/ and Quarter Acre Lot Delineations
- C** Entry Plaza with Mitchelville Map
- D** Group Shelter
- E** Freedom Plaza
- F** Interpretive Houses
- G** Interpretive Garden/Rear Yard
- H** Church and Archaic Interpretive Area
- I** Military Map Road Alignment
- J** Classroom, Lab, and Offices (~4,000 SF)
- K** Maintenance Building (~2,000 SF)
- L** Maintenance/Lab Parking (7 spaces)
- M** Main Parking Lot (54 spaces, 18 overflow)
- N** On Street Parking (11 spaces)
- O** Interpretive Trail
- P** Interpretive Boardwalk
- Q** General Store Interpretation
- R** Path to Beach
- S** Welcome/Pay Station
- T** Visitor Center Accessible Parking and Service Area (~13 spaces)
- U** Woodland Knoll Shelter



LEASE AGREEMENT
BEACH CITY ROAD PARCELS

This Lease Agreement is entered into this _____, day of _____, 2021, by and between Beaufort County (“Co-Lessor”), the Town of Hilton Head Island (“Co-Lessor”) and Historic Mitchelville Freedom Park, a non-profit South Carolina Corporation (“Lessee”);

WHEREAS, Co-Lessors jointly acquired the 5.29 acres known as the Beach City Road parcels (“Property”) located on Hilton Head Island, and more fully described on Exhibit A attached hereto, by deeds recorded in the Office of the RMC for Beaufort County in Deed Book 3149 at Page 1500 and Deed Book 3210 at Page 2689; and

WHEREAS, the Co-Lessors and Lessee wish to enter into this Agreement, which details the intended use, management, maintenance, and operation of the Property; and

WHEREAS, Co-Lessors have approved the Lessee’s “*Landscape and Interpretive Master Plan*” dated February 2020, which details the need to utilize the Property for public access, education and interpretation.

NOW THEREFORE, for and in consideration of the annual payment of One Dollar (\$1.00), the sufficiency of which consideration is hereby acknowledged and approved, CO-LESSORS do hereby lease to LESSEE, the Property, more particularly described in Exhibit A attached hereto, under the terms and conditions set forth below:

1. **TERM:** The term of this Agreement shall cover a period of twenty-five (25) years, commencing on the entered upon date, unless terminated sooner pursuant to the provisions in this Agreement. The term of this Agreement may be extended for three (3) additional twenty-five (25) year terms upon the mutual agreement and written approval of the Co-Lessors and Lessee.
2. **ASSIGNMENT OR SUB-LEASE:** Lessee shall not assign or sublet the leased premises without the prior written approval of Co-Lessors. This will not prevent Lessee from renting some or all of the Property for special events as discussed herein.
3. **ACCESSIBILITY:** The Property shall be available and open to the public upon completion of installation of infrastructure as mutually agreed to by the parties. Thereafter, the park hours of operation shall be from _____ to _____, Monday through Sunday. Exceptions may be approved by the Lessee. The Lessee may charge fees for access and/or parking and/or other events or uses of buildings and structures located on the Property.
4. **IMPROVEMENTS:** Lessee, at their sole expense, shall build, erect or construct the permanent improvements as illustrated in the *Landscape and Interpretive Master Plan* as dated February 2020. Any improvements that Lessee may wish to construct that are not included in the aforementioned master plan will require approval of Co-

Lessors prior to any construction. In the event of termination of this Agreement, Lessee will retain ownership of any and all improvements on the Property, however those improvements will be removed from the Property at the Lessee’s expense and the Property will be returned to its original condition.

- 5. USE: Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage, and use the leased premises as a public park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-park purposes without providing advanced notice to the Co-Lessors.

Special events, programming, historic/interpretive tours, community engagement and the like are permitted on the Property and will comply with any Town of Hilton Head Island rules, regulations, codes and/or ordinances that may apply. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be used for the maintenance, management, and operations of the Historic Mitchelville Freedom Park. Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the Property without the prior written approval of Co-Lessors. It is clearly understood by the Lessee and Co-Lessors that events will be handled by the Lessee without advising or obtaining approval from the Co-Lessors and will be properly managed to protect the assets of the Property.

- 6. UTILITIES: The cost of all utilities, equipment, maintenance for grounds and facilities, assessments and fees shall be the sole responsibility of the Lessee.
- 7. MAINTENANCE: Lessee shall at all times maintain the premises in a condition suitable for use by the public as a park. Lessee shall not cause or suffer any nuisances or dangerous or hazardous conditions at any time. The cost of minor and major maintenance of any improvements built, erected or constructed by the Lessee shall be at the sole expense of the Lessee.
- 8. NOTICE: Any applicable notices shall be directed towards the following:

To Beaufort County: Beaufort County
Attn: County Administrator
P.O. Box 1228
Beaufort, SC 29901

To Town of Hilton Head Island: Town of Hilton Head Island
Attn: Town Manager
One Town Center Court
Hilton Head Island, SC 29928

To Historic Mitchelville Freedom Park: Historic Mitchelville Freedom Park
Attn: Executive Director
P.O. Box 21758
Hilton Head Island, SC 29925

9. **INSURANCE:** The Lessee shall at all times carry and pay the premium for insurance no less than \$1,000,000 in general liability insurance coverage for each occurrence and no less than \$2,000,000 general liability insurance in the aggregate. Beaufort County shall be named as an additional insured on the Lessee's insurance policy and said policy will be provided to Co-Lessors every year upon renewal.

10. **DEFAULT:** Failure of Lessee to maintain and use the Property as described in this Agreement shall constitute default of this Agreement. Upon default has occurred, Co-Lessors shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the Historic Mitchelville Freedom Park Executive Director. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Co-Lessors the right to terminate this Agreement, and the Property shall revert to the Co-Lessors.

Signatures on following page

WITNESS our hands and seals this _____ day of _____, 2021.

SIGNED AND SEALED IN THE PRESENCE OF:

BEAUFORT COUNTY

1ST Witness

BY: _____
Name: Eric Greenway
Title: Interim County Administrator

2nd Witness

THE TOWN OF HILTON HEAD ISLAND

1st Witness

BY: _____
Name: Marc Orlando
Title: Town Manager

2nd Witness

HISTORIC MITCHELVILLE FREEDOM PARK

1st Witness

BY: _____
Name: Ahmad Ward
Title: Executive Director

2nd Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Eric Greenway, appearing and acting as the Interim County Administrator of **Beaufort County**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2021

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Marc Orlando, appearing and acting as the Town Manager of the **Town of Hilton Head Island**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2021

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

Personally appeared before me the undersigned witness and made oath that s/he saw the within named Ahmad Ward, appearing and acting as the Executive Director of the **Historic Mitchelville Freedom Park**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

SWORN to before me this _____
Day of _____, 2021

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: _____

Exhibit A
Legal Descriptions

R510 005 000 010A 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 1.01 acres, more or less, and shown and described as "PARCEL 10A" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 010A, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 173.

R510 005 000 010B 0000

All that certain piece, parcel or tract of land, situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 0.30 acres, more or less, containing the area of one lot 90 ft X 148 ft. rectangular square. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to that certain plat describing such property as Lot C and being entitled "A Portion of Fish Haul Plantation known as the Bagriel Boston Tract located on Hilton Head Island, South Carolina, subdivided for Johnny White" dated March 1962, and recorded in Plat Book 11 at Page 34 as revised and record in Plat Book 13 at Page 44.

R510 005 000 010I 0000

All that certain piece, parcel or tract of land situate, lying and being on Beach City Road, in the Town of Hilton Head Island, Beaufort County, South Carolina, which is shown and described as "1.917 Ac." on a plat entitled "Boundary Survey of 1.917 Ac. Beach City Road, A Portion of Fish Haul Plantation, Hilton Head Island, Beaufort County, South Carolina" dated February 23, 2012, prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS #11059, and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 134 at Page 28.

R510 005 000 0248 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 0.84 acres, more or less, and shown and described as "PARCEL 248" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 0248, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 174.

R510 005 000 0329 0000

All that certain piece, parcel or tract of land located on Hilton Head Island, Beaufort County, South Carolina, containing 1.22 acres, more or less, and reflected as Open Space of Parcel 10H, Beach City Road on plat prepared by Mark R. Renew, South Carolina Registered Land Surveyor No. 25437, dated September 10, 2007, and recorded September 18, 2007, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 121 at Page 171.

Attachment A

12

STATE OF SOUTH CAROLINA)
) INTER-GOVERNMENTAL AGREEMENT
COUNTY OF BEAUFORT)

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, have entered into a contract to purchase certain real property lying and being on Hilton Head Island, South Carolina, and which is known and described as

R511 003 000
G222 000

All that certain piece, parcel or tract of land, generally known and described as follows: All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at an concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and, thence running N 42° 32' 47" W for a distance of 429.92 Feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance f 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument.

WHEREAS, the South Carolina Department of Natural Resources, by and through the "Heritage Trust" has expressed an interest in making a financial contribution toward the purchase price of the above described property, in exchange for the creation of a "Heritage Preserve" on all or a part of the property; and,

WHEREAS, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina do not anticipate that the South Carolina Department of Natural Resources will take any action with respect to the property prior to the acquisition of the property; and,

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, have reached certain agreements concerning the potential participation by the South Carolina Department of Natural Resources, which agreements are set forth herein.

Now, therefore, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, as well as the full and faithful performance of the promises, obligations and covenants set forth herein, as well as other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, agree as follows:

1. This agreement concerns the below described real property:

★ All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at an concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and, thence running N 42° 32' 47" W for a distance of 429.92 Feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance of 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument (hereinafter, the Real Property).

2. Any and all decisions concerning Real Property including those related to the management, development, maintenance, use or sale or any part or all of the Real Property shall be made by joint agreement of the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina.

Any and all such agreements shall be authorized by appropriate ordinances, resolutions or motions duly adopted by the Town Council for the Town of Hilton Head Island, South Carolina, and the County Council for Beaufort County, South Carolina.

3. All expenses related to the Real Property, and all revenue realized from the Real Property, including, but not limited to, any expenses or revenue caused or realized as a result of negotiations with the South Carolina Department of Natural Resources with respect to the creation of a "Heritage Preserve" on all or any part of the Real Property, shall be divided equally between the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina.

4. The intended use of the Real Property is for a passive park and open space, development of interpretative displays regarding the shell ring and structure, and possible future development of a boat ramp or other public access to the water.

IN WITNESS WHEREOF, the Seller and the Purchaser, have, or have caused their duly authorized officers and representatives to execute this Agreement as of the date and year first above written.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Jason Smith

By: Thomas D. Peeples
Thomas D. Peeples, Mayor

Karen Knox

Attest: Stephen G. Riley
Stephen G. Riley, Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

Wm. Weston J. Newton

By: Wm. Weston J. Newton
Wm. Weston J. Newton, Chairman

Suzanne M. Rainey

Attest: Suzanne M. Rainey
Suzanne M. Rainey, Clerk

RESOLUTION 2021/___

A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A JOINT OWNERSHIP AND OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND FOR THE PROPERTY KNOWN AS FORD SHELL RING PRESERVE

WHEREAS, Beaufort County (“County”) and the Town of Hilton Head Island (“Town”) are joint owners of certain real property in Beaufort County, South Carolina known as Ford Shell Ring Preserve (R511 003 000 0222 0000) (“Property”) on Hilton Head Island under and by virtue of that certain general warranty deed dated May 19, 2003, and recorded in the Beaufort County Register of Deeds at Deed Book 01766, Page 0159, Beaufort County, South Carolina; and

WHEREAS, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

WHEREAS, the County and Town entered into an Inter-Governmental Agreement at the time of acquisition, which states the intended use of the Property is for a passive park and open space and is attached hereto and incorporated by reference as “Attachment A”; and

WHEREAS, the County and Town intend by this Joint Ownership and Operating Agreement (“JOA”) to delineate their respective rights, duties, and obligations respecting the joint ownership, use and maintenance of the Property as a passive park for public use and passive recreation with the development of public access, parking area, earthen trail and interpretive signage, which is attached hereto and incorporated by reference as “Attachment B”; and

WHEREAS, in November 2019 the County approved \$250,000 of Rural and Critical Lands Preservation bond funds to be used towards the planning and construction of a passive park on Ford Shell Ring Preserve (R2019/49); and

WHEREAS, in March 2021 the Town approved the conceptual plan and execution of the JOA for Ford Shell Ring Preserve.

NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize the Interim County Administrator to execute the Ford Shell Ring Preserve Joint Ownership and Operating Agreement with the Town of Hilton Head Island, attached hereto as Attachment B and incorporated herein fully as if repeated verbatim.

Adopted this ____ day of _____, 2021.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock
Clerk to Council

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **FORD SHELL RING PRESERVE
) JOINT OWNERSHIP and
) OPERATING AGREEMENT**

THIS FORD SHELL RING PRESERVE JOINT OWNERSHIP AND OPERATING AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2021 by and between Beaufort County, a political subdivision of the State of South Carolina (“County”), and the Town of Hilton Head Island, a political subdivision of the State of South Carolina (“Town”); collectively hereinafter referred to as the “Parties”.

WHEREAS, the County and Town are joint owners of certain real property in Beaufort County, South Carolina known as Ford Shell Ring Preserve on Hilton Head Island under and by virtue of that certain general warranty deed dated May 19, 2003, and recorded in the Beaufort County Register of Deeds at Deed Book 01766, Page 0159, Beaufort County, South Carolina (said real property referred to hereinafter as the “Property”); and

WHEREAS, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

WHEREAS, the County and Town entered into an Inter-Governmental Agreement at the time of acquisition, which is attached hereto and incorporated by reference as “Exhibit A”; and

WHEREAS, the County and Town intend by this Joint Ownership and Operating Agreement to delineate their respective rights, duties, and obligations respecting the joint ownership and use of the Property.

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

1. PROPERTY DESCRIPTION

The Property consists of 6.885 acres, known as the Ford Shell Ring Preserve, with the current TMS No. R511 003 000 0222 0000. The Property is further described by the legal description attached hereto and incorporated by reference as “Exhibit B”.

2. JOINT OWNERSHIP

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

Beaufort County	50% undivided interest
Town of Hilton Head Island	50% undivided interest

The Parties intend that the Property shall be used as a passive park and open space with the development of interpretive displays regarding the shell ring and structure for the education and passive recreation enjoyment of the citizens of Beaufort County as provided for in this Agreement.

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

3. TERM

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

4. USE OF PROPERTY

The Property shall be used as a passive park and open space for passive recreation open to the public; and subject to all applicable County rules and regulations.

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

b. **Recreation Plan.** The Parties agree to develop the Property according to the passive recreation site plan, attached hereto and incorporated by reference as "Exhibit C".

c. **Archaeological Society of South Carolina Hilton Head Chapter.** The County and Town will enter into a Use Agreement with the Archaeological Society of South Carolina Hilton Head Chapter ("ASSC-HH") whereby ASSC-HH will provide interpretive tours of the Property, monthly site inspections, litter pickups and minor trail maintenance.

5. ROUTINE AND MAJOR MAINTENANCE

County shall be responsible for major maintenance of the Property. Major maintenance shall include but not be limited to repair of the fences, gates, parking area and interpretive signage now or hereinafter erected on the Property.

Town shall be responsible for routine maintenance of the Property. Routine maintenance shall include but not be limited to trail mowing, sign cleaning and opening/closing the entrance gate.

There will be no utilities on the property.

6. MAJOR ALTERATIONS AND CAPITAL IMPROVEMENTS

Any major alterations or capital improvements on the Property shall be mutually agreed to by both Parties and shall be undertaken under the supervision of the County and their policies and procedures. The cost of such major repairs or capital improvements shall be the County's responsibility. For purposes of this Agreement the term "major alteration" or "capital improvement" shall be deemed to be any alteration or capital improvement having a cost or expense including all labor, materials, permits, and related items totaling in excess of \$2,500.00.

7. INSURANCE

County and Town each shall at all times maintain a policy of tort and/or general liability insurance with limits of liability of at least \$1,000,000.00 per occurrence. All policies of insurance shall name the County and Town as additional insureds on said policies.

8. SECURITY AND INSPECTIONS

It shall be the duty of County to assure adequate security is maintained on the Property through the maintenance of the fences and gates.

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

9. NOTICE

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

To Town:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928
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To County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901
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10. BREACH OF CONTRACT

If a party to this Agreement determines that the other party is in breach of the terms of this Agreement, the claiming party shall notify the other party of the breach with a First Notice and request voluntary compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such breach with a Second Notice and demand corrective action. If the noticed party fails to cure the breach within sixty (60) days after receipt of the Second Notice, the parties shall submit the issue to a mediator as set forth herein below for resolution.

11. TERMINATION

Either party shall have the right to terminate this Agreement for any reason upon six (6) months' prior written notice beginning with the delivery to and acceptance of the designated authority of the other party.

- a. **Disputes.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. If the parties cannot agree upon a mediator, one shall be chosen by the attorney for the Town of Hilton Head Island. The parties shall share in the cost of mediation.
- b. **Entire Agreement.** This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained herein. All prior agreements by or between the Parties shall be deemed to have merged into this Agreement. If there are conflicting terms between this Agreement and any documents merged into this Agreement, including the Inter-Governmental Agreement as provided in Exhibit A, this Agreement shall supersede.
- c. **Amendment or Modification.** This Agreement cannot be amended or modified orally or by a single party. No amendment or modification to this Agreement shall be valid unless in writing and signed

by both Parties to this Agreement.

- d. ***Binding Nature and Assignment.*** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.
- e. ***No Third Party Beneficiaries.*** This Agreement is intended solely for the benefit of the Parties and not for the benefit of any other person or entity.
- f. ***Counterparts.*** This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. The Parties agree that this Agreement may be communicated by use of a fax or other electronic means, such as electronic mail and the internet, and that the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the Parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents.
- g. ***Captions.*** The section headings appearing in this Agreement are for convenience of reference only and are not intended to any extent for the purpose, to limit or define the test of any section or any subsection hereof.
- h. ***Severability.*** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
- i. ***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.
- j. ***Applicable Law.*** This Agreement is enforceable in the State of South Carolina and shall in all respects be governed by, and constructed in accordance with, the substantive Federal laws of the United States and the laws of the State of South Carolina. Any claims for default, non-performance or other breach shall be filed in Beaufort County, South Carolina.

12. OTHER PROVISIONS

- a. ***Definition of Terms.*** For the purpose of this Agreement, all terms, specifically “passive park” and “passive recreation”, shall be defined pursuant to Beaufort County Ordinance 2018-53.
- b. ***Mutual Cooperation.*** The Parties shall cooperate with each other, and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this Agreement.
- c. ***Liability.*** To the extent the law provides, each Party shall be responsible for its own acts, omissions and negligence and shall not be responsible for the acts, omission and negligence of the other Party. Neither party shall be liable to the other party for any claims, demands, expenses, liabilities or losses (including attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services or responsibilities pursuant to this Agreement.

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

WITNESSES:

BEAUFORT COUNTY

By: _____
Name: Eric Greenway
Title: Interim County Administrator

TOWN OF HILTON HEAD ISLAND

By: _____
Name: Marc Orlando
Title: Town Manager

Exhibit A

12

STATE OF SOUTH CAROLINA)
) INTER-GOVERNMENTAL AGREEMENT
COUNTY OF BEAUFORT)

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, have entered into a contract to purchase certain real property lying and being on Hilton Head Island, South Carolina, and which is known and described as

All that certain piece, parcel or tract of land, generally known and described as follows: All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF

R511 003 000
G222 0000

★ LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at an concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and, thence running N 42° 32' 47" W for a distance of 429.92 Feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance f 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument.

WHEREAS, the South Carolina Department of Natural Resources, by and through the "Heritage Trust" has expressed an interest in making a financial contribution toward the purchase price of the above described property, in exchange for the creation of a "Heritage Preserve" on all or a part of the property; and,

WHEREAS, the Town of Hilton Head Island, South Carolina and Beaufort County, South Carolina do not anticipate that the South Carolina Department of Natural Resources will take any action with respect to the property prior to the acquisition of the property; and,

WHEREAS, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, have reached certain agreements concerning the potential participation by the South Carolina Department of Natural Resources, which agreements are set forth herein.

Now, therefore, for and in consideration of the sum of One and no/100 (\$1.00) Dollar, as well as the full and faithful performance of the promises, obligations and covenants set forth herein, as well as other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina, agree as follows:

1. This agreement concerns the below described real property:

★ All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA" prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at an concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and, thence running N 42° 32' 47" W for a distance of 429.92 Feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance of 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument (hereinafter, the Real Property).

2. Any and all decisions concerning Real Property including those related to the management, development, maintenance, use or sale or any part or all of the Real Property shall be made by joint agreement of the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina.

Any and all such agreements shall be authorized by appropriate ordinances, resolutions or motions duly adopted by the Town Council for the Town of Hilton Head Island, South Carolina, and the County Council for Beaufort County, South Carolina.

3. All expenses related to the Real Property, and all revenue realized from the Real Property, including, but not limited to, any expenses or revenue caused or realized as a result of negotiations with the South Carolina Department of Natural Resources with respect to the creation of a "Heritage Preserve" on all or any part of the Real Property, shall be divided equally between the Town of Hilton Head Island, South Carolina, and Beaufort County, South Carolina.

4. The intended use of the Real Property is for a passive park and open space, development of interpretative displays regarding the shell ring and structure, and possible future development of a boat ramp or other public access to the water.

IN WITNESS WHEREOF, the Seller and the Purchaser, have, or have caused their duly authorized officers and representatives to execute this Agreement as of the date and year first above written.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

Jason Smith

By: Thomas D. Peeples
Thomas D. Peeples, Mayor

Karen Knox

Attest: Stephen G. Riley
Stephen G. Riley, Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

Carl Allhame

By: Wm. Weston J. Newton
Wm. Weston J. Newton, Chairman

Suzanne M. Rainey

Attest: Suzanne M. Rainey
Suzanne M. Rainey, Clerk

EXHIBIT B*Legal Description*

All that certain piece, parcel and lot of land, situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 6.885 acres, more or less, and being shown and designated as "6.885 Acres" on that certain Plat entitled "PROPERTY OF THE HEIRS OF HENRY FORD, PORTIONS OF LOTS 57, 58, 59, & 60, COTTON HOPE PLANTATION, HILTON HEAD ISLAND, BEAUFORT COUNTY, SOUTH CAROLINA"* prepared by Niels Christensen, IV, R.L.S. No. 13162, dated October 13, 1992. It is further bounded and described as follows: commencing at a concrete monument along the right of way of Squire Pope Road and thence running along a curve having a chord length of 114.64 feet, a chord bearing of S 39° 51' 11" W, and having a radius of 7832.60 feet, to the point; and thence running N 39° 35' 06" E for a distance of 462.79 feet to a concrete monument; and thence running N 42° 32' 47" W for a distance of 429.92 feet to an iron pin; and thence running N 17° 36' 50" E for a distance of 193.91 feet to a point; and thence running S 27° 02' 26" W for a distance of 188.77 feet to a point; and, thence running S 50° 34' 04" W for a distance of 267.04 feet to a concrete monument; and, thence, running N 37° 56' 18" W for a distance of 168.07 feet to a concrete monument, and thence, running N 37° 55' 22" W for a distance of 332.75 feet to the initial concrete monument.

*Property ID (PIN): R511 003 000 0222 0000

EXHIBIT C

Conceptual Site Plan





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A JOINT OWNERSHIP AND OPERATING AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND FOR THE PROPERTY KNOWN AS FORD SHELL RING PRESERVE
MEETING NAME AND DATE:
Natural Resources Committee, April 5, 2021
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager (10 minutes)
ITEM BACKGROUND:
November 2019: County Council approved funding for planning and construction (R2019/49) March 2021: Town Council of Hilton Head Island approved recommendation to enter into a JOA with the County
PROJECT / ITEM NARRATIVE:
At the time of the Property acquisition in 2003, an Inter-governmental Agreement was signed between the County and the Town of Hilton Head Island that states the intended use of the property is for a passive park. In November 2019, County Council approved Rural and Critical Lands Preservation bond funding to be used towards the planning and construction of a passive park on the Property. The Town of Hilton Head Council approved the Property conceptual plan and the recommendation to enter into a JOA with the County for maintenance of the Property upon completion of passive park improvements.
FISCAL IMPACT:
\$250,000 of Rural and Critical Lands Preservation bond funds have been allocated in account 45020011-54429 for the planning and construction of passive park improvements on the Property
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the JOA as written
OPTIONS FOR COUNCIL MOTION:
Motion to approve a recommendation to move forward to County Council on April 12, 2021 for adoption of a resolution to authorize the interim county administrator to execute a joint ownership and operating agreement between Beaufort County and the Town of Hilton Head Island for the property known as Ford Shell Ring Preserve.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:
Contract to award ITB031021 for purchase of timber to S. A. Allen Timber Company
MEETING NAME AND DATE:
Natural Resource Committee, April 5, 2021
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Manager 10 minutes
ITEM BACKGROUND:
June 22, 2020 County Council approved a 4 year contract extension with Morrison Forestry to implement the Forest Management Plan and Activity Schedule
PROJECT / ITEM NARRATIVE:
On March 10, 2021, Beaufort County received one bid proposal from S. A. Allen Timber for the purchase of timber on six County owned properties. The County's certified forester contractor and agent, Morrison Forestry, reviewed the purchase prices for each of the timber products and recommends approval of the submitted bid.
FISCAL IMPACT:
Anticipated revenue from the timber harvest purchase is \$297,144. This figure could fluctuate dependent upon actual tonnage harvested.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommend approval of the bid proposal and contract award to S. A. Allen Timber for the purchase of timber on the identified properties.
OPTIONS FOR COUNCIL MOTION:
Motion to recommend approval and forward to County Council on April 12, 2021 the contract award to S. A. Allen Timber for the purchase of timber on the identified County owned properties as stated in ITB031021, the bid proposal and the Morrison Forestry Memorandum.



COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
 106 Industrial Village Road
 Post Office Drawer 1228
 Beaufort, South Carolina 29901-1228

TO: Councilwoman Alice Howard, Chairman, Natural Resources Committee

FROM: Dave Thomas, CPPPO, Purchasing Director

SUBJ: **Recommendation of Contract Award for ITB#031021 Timber Harvest Groups 1 & 2 for Beaufort County**

DATE: **March 19, 2021**

BACKGROUND: On March 10, 2021, Beaufort County received one proposal for the purchase of timber for several Beaufort County properties in Beaufort, South Carolina. This purchase includes harvest of identified pine stands on six (6) properties for an estimated harvest area of 233 acres. Harvesting is anticipated to be completed within twelve (12) months of contract execution. The evaluation committee consisting of Stefanie M. Nagid, Beaufort County Passive Parks Manager and Stroh Morrison, Morrison Forestry & Real Estate Company (County's agent) evaluated the bid and recommend approval as stated in the attached Memorandum from Mr. Morrison.

FUNDING: Revenue from the timber harvest purchase is anticipated to be \$297,144 and will be deposited into the Passive Parks timber harvest revenue account (45020001-47430), which will be used for future passive park property management and maintenance activities.

FOR ACTION: Natural Resources Committee meeting on Monday, April 5, 2021 at 3:30 p.m. for recommendation to the April 12, 2021 County Council meeting for final approval.

RECOMMENDATION: The Planning and Zoning Department recommends that the Natural Resources Committee approve the contract award to S. A. Allen Timber for the purchase of timber as stated in the attached Memorandum.

CC: Eric Greenway, Interim County Administrator
 Whitney Richland, Chief Financial Officer
 Rob Merchant, Acting Planning and Zoning Department Director
 Stefanie M. Nagid, Passive Parks Manager

Att: Morrison Memorandum, S. A. Allen Timber Bid Proposal



Morrison Forestry & Real Estate Company, Inc.
"Timber & Land - Sales, Management & Appraisals"

Harry S. Morrison, Jr
1927-2002

H. Stro Morrison, III - ACF
Forester
SC Reg. No 791
GA Reg. No. 2636
NC Reg. No. 1709
SAF Certified No. 1252
Real Estate Salesmen - SC
943-6601 Mobile

1469 Browning Gate Road
Post Office Box 725
Estill, South Carolina 29918
Office: 803-625-2757
Fax: 803-625-3911
www.morrisonforestry.com

Michael T. Greene
Forest Technician
943-8139 Mobile

Greg Moore
Forest Technician
842-8474 Mobile

Karen C. Mixon
Administrative Assistant

H. Stroh Morrison, IV - ACF
Forester
SC Reg. No. 1705
GA Reg. No. 2914
NC Reg. No. 1710
SAF Certified No. 3997
Broker In Charge - SC, GA, NC
942-0479 Mobile

F. Williams Morrison
Forester/Wildlife Biologist
943-6577 Mobile

Memorandum

TO: Beaufort County Planning and Zoning Department
Stefanie Nagid

FROM: Morrison Forestry & Real Estate Company
H. Stroh Morrison IV *[Signature]*

DATE: March 15, 2021

SUBJECT: IFB #031021 – Timber Harvest Groups 1 & 2 – Summary and Recommendations

Per your request, I am writing to provide you with a summary of the bid submitted by S.A. Allen Timber, LLC to Beaufort County (IFB #031021) on March 10, 2021, for the purchase of Timber Harvest Groups 1 & 2. Also included is my recommendation for acceptance of this bid.

• Bid Summary:

Following is a summary of the bid submitted by S.A. Allen Timber, LLC (SAAT):

<u>Forest Product</u>	<u>Product Specs</u>	<u>Per Ton Price</u>
12" Pine Export Logs	(12" Top – Cut to Length of 19'4")	\$ 36.00
10" Pine Export Logs	(10" Top – Cut to Length of 19'4")	\$ 32.00
8" Pine Export Logs	(8" Top – Cut to Length of 19'4")	\$ 28.00
Pine Super Pulp	(4" Top – 30' Minimum Length)	\$ 19.20
Pine Pulpwood	(2" Top – 20' Minimum Length)	\$ 11.75
Pine Tops	(Double Deck – 12' to 20' Length)	\$ 9.75
Hardwood Pulpwood	(2" Top – 30' Minimum Length)	\$ 9.25

The prices submitted by SAAT are consistent with those of current regional forest product markets, as of March 15, 2021. These prices include the different forest product types that are

found within the harvest areas of Group 1 & Group 2. The product specs will allow for favorable utilization of forest products to be harvested from the Beaufort County Properties.

SAAT included the following six Beaufort County Properties in the bid: Barrel Landing Tract, Garvey Hall Tract, Manigault Neck Tract, Okatie Evergreen Tract, Okatie Marsh Tract, and Pinckney Point Tract. The total estimated harvest area includes +/- 233 acres (Clearcut Harvest = +/- 84.4 acres; Selective Thin Harvest = +/- 148.6 acres).

• **Harvest Estimates:**

Following is a summary of the harvest estimates, provided by Morrison Forestry & Real Estate Company (MFRE):

<u>Forest Product</u>	<u>Tons</u>	<u>\$ / Ton</u>	<u>Revenue</u>
12" Pine Export Logs	291	\$ 36.00	\$ 10,476
10" Pine Export Logs	1,456	\$ 32.00	\$ 46,592
8" Pine Export Logs	4,078	\$ 28.00	\$ 114,184
Pine Super Pulp	3,589	\$ 19.20	\$ 68,909
Pine Pulpwood	2,425	\$ 11.75	\$ 28,494
Pine Tops	2,496	\$ 9.75	\$ 24,336
Hardwood Pulpwood	449	\$ 9.25	\$ 4,153
Total	14,784		\$ 297,144

Please note the following about the harvest estimates and the subsequent timber harvesting contract:

» The harvest estimates are based upon data collected by MFRE, during a forest inventory of the subject properties in 2019. While all reasonable care was taken in the collection of this field data, and in the computation of data to determine the volumes of forest products within the subject properties, and in the computation of data to determine the above harvest estimates, these figures do represent the results of a statistical sample of the forest products occurring on the entire area inventoried, and therefore cannot be guaranteed.

» The harvest estimates are based upon the assumed completion of logging operations within all +/- 233 acres of sale areas on the subject properties.

» The harvest estimates are based upon the assumed average Residual Basal Area Level of 50 Square Feet per Acre, within the selective thin areas of the subject properties, and after the completion of logging operations. MFRE will work directly with Stefanie Nagid of Beaufort County, and with David Beatty of SAAT, to determine appropriate harvesting levels for each selective thin area. Any potential modifications to harvest levels within individual forest stands will likely alter the above harvest estimates.

» The prices (\$ per ton) included in the bid from SAAT are fixed. Once a contract is executed between SAAT and Beaufort County, the prices for each individual forest product will not change during the entire term of the contract.

» Under the terms of the harvesting contract, SAAT will pay for the timber as it is cut and hauled to various export yards, sawmills, and paper mills, and Beaufort County will receive gross revenues on a weekly basis, as the timber is harvested. At contract execution, and prior to beginning harvesting operations, SAAT will be required to submit a 50% down payment based upon the total projected harvest revenue (Advance Payment = \$150,000). Beaufort County will receive this revenue in the form of this advance payment prior to beginning actual harvesting operations. Once harvesting operations begin, the advance payment is deducted from the books as SAAT cuts and hauls forest products to various mills. Once revenues from harvesting operations exceed the advance payment amount, then SAAT will pay for each ton of forest products, as the forest products are harvested, for the remainder of the contract. The proposed term of the contract is 12 months, with a 6 month wet weather extension (if needed – no logging will be allowed when the ground is subject to excessive rutting during periods of wet weather).

• **Recommendations:**

Morrison Forestry & Real Estate Company recommends that Beaufort County accept the bid from S.A. Allen Timber, LLC, for the harvests as described above, based upon the following criteria:

- » The prices submitted by SAAT are consistent with those of current regional forest product markets. In the opinion of MFRE, these are good prices for the subject properties, based upon the current market.
- » The prices include all of the different forest product types that are found within the harvest areas of Group 1 & Group 2. The product specs will allow for favorable utilization of forest products to be harvested from the subject properties.
- » SAAT specializes in both selective thin harvests and clearcut harvests. The company has been in business for many years, and maintains a favorable reputation.
- » MFRE fully endorses the work of SAAT, and of their procurement forester, David Beatty. MFRE has worked with Mr. Beatty on numerous harvests over the past 20 years. His work, and the work of his harvesting crews, is very good in the opinion of MFRE.
- » You are already familiar with the work of SAAT, and their primary harvesting crew for Beaufort County (Smith Logging), as we visited and reviewed one of their logging sites near Bluffton, SC in January 2021.

MFRE recommends that Beaufort County proceed with a harvesting contract with S.A. Allen Timber, LLC, for the harvest of +/- 233 acres within the six subject properties, as described in this memo. MFRE recommends that this harvesting contract include an advance payment of \$150,000, based upon the current harvest estimates for these properties.

Please feel free to contact me with any questions about this bid summary and recommendations.

GROUP 1 OKatie Marsh &
Manigault ONLY

Price Per Unit Sale -- Bid Schedule

Forest Product	Product Specs	Per Ton Price (\$)
Pine Sawtimber		
Pine Chip & Saw		
Pine Super Pulp	4" top 30' Min. Length	19.20
Pine Pulpwood	20' or longer 2" top.	11.75
Pine Tops	Double deck 12'-20' long	9.75
Pine Export Logs	8" top. Cut 19' 4"	28.00
	10" top " " "	32.00
	12" top " " "	36.00
Pine Chips		
Other Hwd P/W	30' or longer 2" top.	9.25

Group 2

Price Per Unit Sale -- Bid Schedule

Forest Product	Product Specs	Per Ton Price (\$)
Pine Sawtimber		
Pine Chip & Saw		
Pine Super Pulp	4" top 30' min length	19.20
Pine Pulpwood	20' or longer 2" top.	11.75
Pine Tops	Double deck 12' - 20' long	9.75
Pine Export Logs	8" top, cut 19' 4" 10" " " " " 12" " " " "	28.00 32.00 36.00
Pine Chips		
Other Hwd P/W	30' or longer 2" top	9.25

REFERENCES

Each bidder shall furnish all information requested below. Bids shall be received from qualified contractors.

Years in business: 85

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
<u>Oketee Club</u>	<u>Ridgeland S.C.</u>	<u>Kevin Parker.</u>	<u>843 726 1107</u>
<u>F&W Forestry</u>	<u>Statesboro Ga.</u>	<u>Wade McDonald</u>	<u>229 407 0224</u>
<u>Zipperer Consultant</u>	<u>Sylvania Ga.</u>	<u>Lamar Zipperer</u>	<u>912 682 2946</u>
<u>Timber Products</u>	<u>Ridgeland S.C.</u>	<u>Coy Garbade.</u>	<u>843 226-0900</u>
<u>Morrison Forestry</u>	<u>Estill SC.</u>	<u>Stroh Morrison IV</u>	<u>803 942 0479</u>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">APRIL 5 , 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN HOWARD
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR ART BAER. 2nd TERM IN DISTRICT 1 1st TERM - 2019 (PARTIAL-TERM) EXPIRES IN 2025
PROJECT / ITEM NARRATIVE:
REAPPOINTMENT FOR ART BAER TO RURAL AND CRITICAL LANDS PRESERVATION BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR ART BAER TO RURAL AND CRITICAL LANDS PRESERVATION FOR COUNTY COUNCIL FOR FINAL APPROVAL .

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

STEWART H. RODMAN
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

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GERALD DAWSON
BRIAN E. FLEWELLING
YORK GLOVER, SR.
CHRIS HERVOCHON
ALICE G. HOWARD
MARK LAWSON
LAWRENCE P. MCELVYN
JOSEPH F. PASSIMENT, JR.

JOHN L. WEAVER
INTERIM COUNTY ADMINISTRATOR

CONNIE L. SCHROYER
CLERK TO COUNCIL

February 28, 2019

Mr. Arthur H. Baer



Re: Appointment to the Rural and Critical Lands Board

Dear Mr. Baer:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Rural and Critical Lands Board.

This will be a partial-term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Rural and Critical Lands Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Rural and Critical Lands Board and, I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please call upon me if I can answer any questions concerning this appointment.

Sincerely,

Stewart H. Rodman, Chairman

Attachments: Board Membership, Boards/Commissions Ordinance, Enabling Legislation
cc: Michael Mathews, Chairman
Amanda Flake, Board Administrator

From:
Address:

Date:

Joe Passiment,
Chairman
Beaufort County
Council
Drawer 1228
Beaufort SC 29901-1228

P.O.

**Re: Letter of Intent as a Member of the
Board**

Dear Council Chairman:

I hereby respectfully submit my Letter of Intent that:

I be considered for reappointment to continue serving as
a member of the subject Board.

I am not seeking reappointment on the subject Board and
will serve:

Until the expiration of my appointment.

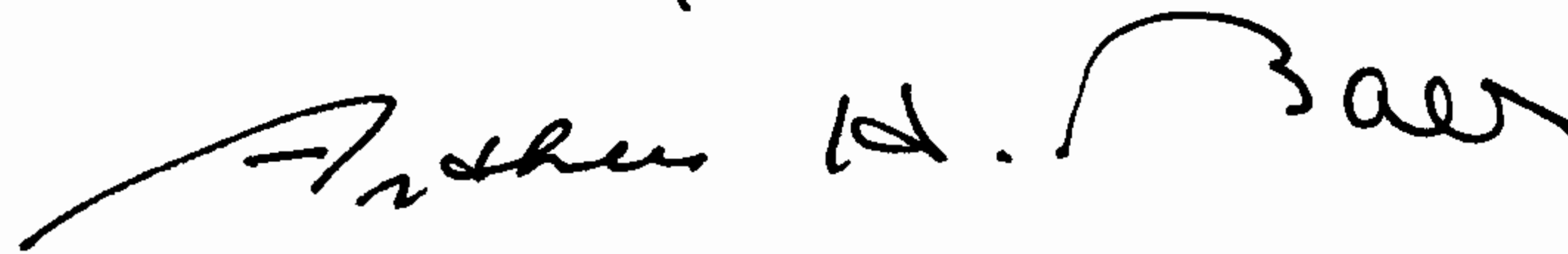
Until a replacement is selected.

Until (date)

I regretfully resign from the subject Board, effective
(date)

November 12, 2020

Sincerely,
(signature)



(print name)

Arthur H. Baer



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
COUNTY COUNCIL MEETING <ul style="list-style-type: none">• APRIL 5 , 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN HOWARD
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR WALTER MACK. 2nd TERM IN DISTRICT 3 1st TERM - 2017 EXPIRES IN 2025
PROJECT / ITEM NARRATIVE:
REAPPOINTMENT FOR WALTER MACK TO RURAL AND CRITICAL LANDS PRESERVATION BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR WALTER MACK TO RURAL AND CRITICAL LANDS PRESERVATION FOR COUNTY COUNCIL FOR FINAL APPROVAL .

Vaughn, Tithanie

From: Flake, Amanda
Sent: Wednesday, March 17, 2021 3:35 PM
To: Vaughn, Tithanie
Subject: FW: Continue of the BCRCLP

Please see below from Walter Mack.

Thanks,
Amanda
Amanda Flake
Natural Resources Planner
Beaufort County Planning and Zoning
ISA Certified Arborist SO-6474A
843-255-2142
aflake@bcgov.net

From: Walter Mack [mailto:████████████████████]
Sent: Wednesday, March 17, 2021 3:35 PM
To: Flake, Amanda <aflake@bcgov.net>
Subject: Continue of the BCRCLP

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

Ms. Flake, This email is to confirm my desire to serve on the Beaufort County Rural & Critical Land Program. Thank you.

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
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CHAIRMAN

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YORK GLOVER, SR.
ALICE G. HOWARD
STEWART H. RODMAN
ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

February 21, 2017

Mr. Walter R. Mack

Re: Rural and Critical Lands Preservation Board

Dear Mr. Mack:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve as a member on the Rural and Critical Lands Preservation Library Board.

This will be a four-year term appointment, which expires February 2021, and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Rural and Critical Lands Preservation Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Rural and Critical Lands Preservation Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,

D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation

cc: Michael Mathews, Chairman
Amada Flake, Board Administrator



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
NATURAL RESOURCES COMMITTEE MEETING <ul style="list-style-type: none">• APRIL 5 , 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN HOWARD
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR JAMES BENNETT. 1st TERM -DISTRICT 5 EXPIRES IN 2025
PROJECT / ITEM NARRATIVE:
APPOINTMENT FOR JAMES BENNETT TO RURAL AND CRITICAL LANDS PRESERVATION BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT FOR JAMES BENNETT TO RURAL AND CRITICAL LANDS PRESERVATION FOR COUNTY COUNCIL FOR FINAL APPROVAL .



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



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

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

BOARDS AND COMMISSIONS

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

DATE: 2/16/2021 NAME: James M. (Mac) Bennett

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Consultant

TELEPHONE: (Home) [REDACTED] EMAIL: _____

HOME ADDRESS: [REDACTED] STATE: SC ZIP CODE: [REDACTED]

MAILING ADDRESS: Same STATE: _____ ZIP CODE: _____

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

ETHNICITY: Caucasian African American Other

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

If "yes", what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - Email: boardsandcommissions@bcgov.net
 - U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

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

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

Applicant's Signature: [Signature]

Submit by Email

JAMES MCCAULEY (MAC) BENNETT

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

SUMMARY

Seasoned community leader with track-record of major accomplishments in collective impact strategies by acquiring and connecting resources to improve the greater Midlands community over a span of more than three decades.

EMPLOYMENT HISTORY

Cyberwoven, LLC, Columbia, SC 2018-Current
Director of Community Impact and Strategic Initiatives
Supports the work of an entrepreneur and his website design firm through counsel and input on organizational and business development as well as special projects.

Capital Development Services, Winston-Salem, NC 2017-Current
Senior Counsel
Works with nonprofit clients across South Carolina, North Carolina and Georgia to plan and execute capital campaigns, resource development assessments and executive searches.

United Way of the Midlands, Columbia, SC 2005 – 2017
President & CEO

- ✓ In conjunction with United Way Board, designed and implemented a plan to erase almost \$2 million in debt and lines of credit. This objective was met ahead of schedule and UWM operated debt-free through the rest of my tenure.
- ✓ In 2007, the 260 bed Transitions Homeless Center was launched with a \$5 million grant from the Knight Foundation to UWM. Spearheaded the campaign in the business community to raise 1 for 1 match in 120 days.
- ✓ Partnership established with local hospitals and the BCBS Foundation of SC resulted in expansion of community dental and eye care services by adding a 5200 square foot facility at the Richland County Health Department which doubled indigent services for children and adults in Richland and Lexington counties.
- ✓ Personally led the immediate response by UWM to the unprecedented 2015 Flood. Secured over \$1.1 million in financial support in first 90 days following the flood which fueled community rebuilding. In 2016, launched a second rebuild phase to raise \$2 million and repair 250 homes called Restoring Hope.
- ✓ Emphasis on leadership and affinity groups at UWM resulted in 90% growth in Tocqueville Society membership (\$10,000 and above annual gifts) and the creation of the Young Leaders Society (YLS) which now boasts more than 450 members.

Central Carolina Community Foundation, Columbia, SC 1991 – 2005
Executive Director

- ✓ Grew assets from \$5 million to over \$65 million and expanded staff from one FT employee to a professional staff of eight.

- ✓ Forged relationships with multiple asset managers to develop a broader base of donors' investments through CCCF.
- ✓ Established area funds in Sumter, Orangeburg, Camden and Chapin. Worked with business leaders in these communities to secure financial and civic support.
- ✓ Launched the Festival of Wines to diversify income to cover administrative costs in 1993. The event grew annually in dollars raised and community support during the following decade.
- ✓ In collaboration with other nonprofit leaders, established the SC Association of Nonprofit Organizations (SCANPO). Served as first chair of the board of directors. The organization, now known as Together SC, has almost 1,000 member organizations and continues to thrive.

University of South Carolina

1980 – 1991

Assistant Vice President for Administration

Chief of Staff of the Byrnes International Center

Executive Assistant to the President

- ✓ Served as the University President's chief of staff and ombudsman.
- ✓ To improve student engagement with university affairs, coordinated monthly meetings between senior university officials and student leaders.
- ✓ Executed the University's plan to establish the James F. Byrnes International Center (BIC) in 1985 to highlight the expansive role of the university and its faculty and staff in global activities.
- ✓ As the first director of the BIC, directed planning and administration of grants from several federal agencies, coordinated visits from dozens of heads of state and ambassadors (including Pope John Paul II), and elevated program collaboration aimed at attracting students and building awareness around the world.

EDUCATION

University of South Carolina, Columbia, SC

May 1980

- Bachelor of Science in Finance and Management, Darla Moore School of Business

ACHIEVEMENTS

- 2018 United Way Humanitarian of the Year
- 2017 South Carolina Order of the Palmetto Recipient
- Distinguished Alumnus of 2016- USC Moore School of Business, Columbia, SC
- Community Builder Award (February 2017)- Michael J. Mungo Foundation
- "50 Most Influential People in the Midlands" – Columbia Business Monthly
- Outstanding Fund-Raising Executive, Association of Fundraising Professionals (Midlands)
- Certified Fund-Raising Executive (CFRE)- Association of Fundraising Professionals
- Leadership Columbia Graduate

- Buckley School of Public Speaking Graduate
- Salvation Army “Others” Service Award Recipient
- Whitney M. Young, Jr. Service Award- Indian Waters Council Boy Scouts of America

CURRENT AND PAST COMMUNITY SERVICE & VOLUNTEER ENGAGEMENT

- Together SC (formerly South Carolina Association of Nonprofit Organizations) - Founding Director, Past Board Chair, Chair Emeritus (1996-2016)
- The Nord Family Foundation Board of Trustees (2010-2016)
- United Way Association of South Carolina Board of Directors (2007-2017)
- Midlands Housing Alliance (dba Transitions) Board of Directors (2009-2017)
- South Carolina Coastal Council (Elected by SC Legislature for three terms 1988-1997)
- SC Secretary of State’s Exempt Organizations Advisory Board (2006-2010)
- Richland County First Steps Board of Directors (2002-2005)
- Richland School District Two Foundation Board of Directors (2003-2015)
- Knight Foundation’s Community Advisory Committee for Columbia (1998-2005)
- Central Carolina Community Foundation Board of Trustees (2005-2017)
- Central Midlands Regional Transit Authority (CMRTA) Board of Directors (2011-2016)
- Midlands Reading Consortium (MRC) Volunteer
- Eastminster Presbyterian Church and Northeast Presbyterian Church - Elder, Deacon and Sunday School Teacher

Vaughn, Tithanie

From: Weitz, Kristina
Sent: Tuesday, February 23, 2021 1:05 PM
To: Vaughn, Tithanie
Subject: RE: VR#402173590

He is active and in CC 5.

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Tuesday, February 23, 2021 11:23
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: VR# [REDACTED]

Good Morning,

Can you check

James Bennett
[REDACTED]

Thank you,

T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



"All Great Achievements Require Time." – Maya Angelou



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
NATURAL RESOURCES COMMITTEE MEETING <ul style="list-style-type: none">• APRIL 5 , 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN HOWARD
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR NATALIE HEFTER <ul style="list-style-type: none">4th TERM (SOUTHERN BEAUFORT COUNTY)1st TERM - 20092nd TERM- 20133rd TERM- 2017EXPIRES IN 2025
PROJECT / ITEM NARRATIVE:
REAPPOINTMENT FOR NATALIE HEFTER TO HISTORIC PRESERVATION REVIEW BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR NATALIE HEFTER TO HISTORIC PRESERVATION REVIEW BOARD FOR COUNTY COUNCIL FOR FINAL APPROVAL .

From: Natalie Hefter
Address: 40 Bridle Path Ln
Bluffton SC 29910

Date: 10/5/20

Joseph F. Passiment, Jr., Chairman
Beaufort County Council
Post Office Drawer 1228
Beaufort, SC 29901-1228

Re: Letter of Intent as a Member of the Beaufort County Historic Preservation Review Board

Dear Council Chairman Passiment:

I hereby respectfully submit my Letter of Intent that:

- I be considered for reappointment to continue serving as a member of the subject Board.
- I am not seeking reappointment on the subject Board and will serve:
 - Until the expiration of my appointment;
 - Until a replacement is selected; or
 - Until (date): _____.
- I regretfully resign from the subject Board, effective (date) _____.

Sincerely,

(signature) Natalie Hefter

(printed name) NATALIE HEFTER

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 470-2800
FAX: (843) 470-2751
www.bcgov.net

WM. WESTON J. NEWTON
CHAIRMAN

D. PAUL SOMMERVILLE
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
HERBERT N. GLAZE
WILLIAM L. McBRIDE
STEWART H. RODMAN
GERALD W. STEWART
LAURA VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

LADSON F. HOWELL
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

February 10, 2009

Ms. Natalie Hefter
40 Bridle Path Lane
Bluffton, SC 29910

Re: Appointment to the Historic Preservation Review Board

Dear Ms. Hefter:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Historic Preservation Review Board.

This will be a full-term appointment, which expires February 2013 and we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Historic Preservation Review Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Historic Preservation Review Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,


Wm. Weston J. Newton, Chairman

WWJN:amm
Attachments: Board Membership, Template Ordinance
cc: Mr. Beekman Webb, Board Chairman
Ms. Delores Frazier, Assistant Board Director

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
FAX: (843) 255-9401
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

STEWART H. RODMAN
VICE CHAIRMAN

COUNCIL MEMBERS

STEVEN M. BAER
CYNTHIA M. BENSCH
RICK CAPORALE
GERALD DAWSON
BRIAN E. FLEWELLING
WILLIAM L. MCBRIDE
GERALD W. STEWART
ROBERTS "TABOR" VAUX, JR
LAURA L. VON HARTEN

GARY KUBIC
COUNTY ADMINISTRATOR

BRYAN J. HILL
DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

February 27, 2013

Ms. Natalie Hefter
40 Bridle Path Lane
Bluffton, SC 29910

Re: Reappointment to the Historic Preservation Review Board

Dear Ms. Hefter:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve on the Historic Preservation Review Board.

This will be a four-year reappointment, which expires February 2017, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Historic Preservation Review Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Historic Preservation Review Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Beekman Web, Chairman
Ian Hill, Director

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
www.bcgov.net

D. PAUL SOMMERVILLE
CHAIRMAN

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COUNCIL MEMBERS

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GERALD DAWSON
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STEVEN G. FOBES
YORK GLOVER, SR.
ALICE G. HOWARD
STEWART H. RODMAN
ROBERTS "TABOR" VAUX

GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

March 15, 2017

Ms. Natalie Hefter
40 Bridle Path Lane
Bluffton, SC 29910

Re: Reappointment to Historic Preservation Review Board

Dear Ms. Hefter:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Historic Preservation Review Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Historic Preservation Review Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Beekman Webb, Chairman
Tony Criscitiello, Planning Director



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF REAPPOINTMENT
MEETING NAME AND DATE:
NATURAL RESOURCES COMMITTEE MEETING <ul style="list-style-type: none">• APRIL 5, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN HOWARD
ITEM BACKGROUND:
RURAL AND CRITICAL LANDS PRESERVATION BOARD FOR KATRINA EPPS 3rd TERM (BLUFFTON HISTORIC FOUNDATION) 1st TERM - 2015 2nd TERM- 2017 EXPIRES IN 2025
PROJECT / ITEM NARRATIVE:
REAPPOINTMENT FOR KATRINA EPPS TO HISTORIC PRESERVATION REVIEW BOARD.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) REAPPOINTMENT FOR KATRINA EPPS TO HISTORIC PRESERVATION REVIEW BOARD FOR COUNTY COUNCIL FOR FINAL APPROVAL .

From: Katrina Epps
Address: 605 Sandy Shoals Pass
Bluffton, SC 29910

Date: 10/1/2020

Joseph F. Passiment, Jr., Chairman
Beaufort County Council
Post Office Drawer 1228
Beaufort, SC 29901-1228

Re: Letter of Intent as a Member of the Beaufort County Historic Preservation Review Board

Dear Council Chairman Passiment:

I hereby respectfully submit my Letter of Intent that:

- I be considered for reappointment to continue serving as a member of the subject Board.
- I am not seeking reappointment on the subject Board and will serve:
 - Until the expiration of my appointment;
 - Until a replacement is selected; or
 - Until (date): _____.
- I regretfully resign from the subject Board, effective (date) _____.

Sincerely,

(signature) Katrina S. Epps

(printed name) Katrina S. Epps

COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2180
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GARY KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

SUZANNE M. RAINEY
CLERK TO COUNCIL

D. PAUL SOMMERVILLE
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VICE CHAIRMAN

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CYNTHIA M. BENSCH
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GERALD DAWSON
BRIAN E. FLEWELLING
STEVEN G. FOBES
ALICE G. HOWARD
WILLIAM L. MCBRIDE
STUART H. RODMAN

March 12, 2015

Mrs. Katrina Epps
605 Sandy Shoals Pass
Bluffton, SC 29910

Re: Historic Preservation Review Board

Dear Mrs. Epps:

It is my very distinct pleasure to advise you that you have been appointed by the Beaufort County Council to serve on the Historic Preservation Review Board.

This will be a partial-term appointment, which expires February 2017 and, we are very appreciative of your willingness to serve. Council evaluated a number of applicants, and we feel you will do an excellent job.

Please accept our best wishes as you embark upon your service to Beaufort County on the Historic Preservation Review Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process. You will be notified of the next meeting of the Historic Preservation Review Board, and I trust you will be able to attend.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this appointment.

Sincerely,


D. Paul Sommerville, Chairman

Attachments: Board Membership, Template Ordinance, Enabling Legislation
cc: Beekman Webb, Board Chairman
Ian Hill, Board Administrator

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
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GARY T. KUBIC
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
DEPUTY COUNTY ADMINISTRATOR
SPECIAL COUNSEL

THOMAS J. KEAVENY, II
COUNTY ATTORNEY

ASHLEY M. BENNETT
CLERK TO COUNCIL

February 21, 2017

Ms. Katrina Epps
605 Sandy Shoals Pass
Bluffton, SC 29910

Re: Reappointment to Historic Preservation Review Board

Dear Ms. Epps:

It is my very distinct pleasure to advise you that you have been reappointed by the Beaufort County Council to serve as a member on the Historic Preservation Review Board.

This will be a four-year term reappointment, which expires February 2021, and we are very appreciative of your willingness to serve.

Please accept our best wishes as you continue your service to Beaufort County on the Historic Preservation Review Board. I ask that you be cognizant of Council's policy that all members of its Boards, Agencies and Commissions attend at least two-thirds of the regular meetings, and we are attempting to enforce this policy. We believe that an effective representative is one who participates consistently in the decision-making process.

Again, thank you for your willingness to serve Beaufort County and its citizens, and please do not hesitate to call upon me if I can answer any questions concerning this reappointment.

Sincerely,



D. Paul Sommerville, Chairman

Attachment: Board Membership

cc: Beekman Webb, Chairman
Tony Criscitiello, Planning Director

Beaufort County Boards/Commissions Application

Date	Name
03/29/2021	Gail E Murray

Beaufort County Voter Registration Number	Occupation
072122132	Community Support Specialist

Phone (Home)	Phone (Office)	Email
843-846-6282	843-255-7241	gemurray0730@gmail.com

Home Address
312 Big Estates Circle

City	State	Zip Code
Yemassee	SC	29945

Mailing Address
312 Big Estates Circle

City	State	Zip Code
Yemassee	SC	29945

District	Ethnicity
1	African American

Presently Serving on a Board/Agency/Commission/Authority or Committee?

Yes No

BOARDS AND COMMISSIONS

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

Accommodations Tax (2% State)

Airports

Alcohol and Drug Abuse

Assessment Appeals

- Beaufort County Transportation
- Beaufort -Jasper Economic Opportunity
- Beaufort -Jasper Water & Sewer
- Beaufort Memorial Hospital
- Bluffton Township Fire
- Burton Fire
- Coastal Zone Management Appellate (inactive)
- Construction Adjustments and Appeals
- Daufuskie Fire
- Design Review
- DSN
- Economic Development Corporation
- Forestry (inactive)
- Historic Preservation Review
- Keep Beaufort County Beautiful
- Lady's Island / St. Helena Island Fire
- Library
- Lowcountry Council of Governments
- Lowcountry Regional Transportation Authority
- Parks and Recreation

Planning *

Rural and Critical Lands Preservation

1

Sheldon Fire

Social Services (inactive)

Solid Waste and Recycling

Southern Beaufort County Corridor Beautification

Stormwater Management Utility

3

Zoning

**Beaufort County Planning Commission
Supplemental Application Questionnaire**

This questionnaire will assist the County Council in assessing your qualifications and experience for the Planning Commission vacancy.

Please explain why you want to serve on the Planning Commission.

What qualifications, experience and expertise make you a good candidate for the Planning Commission?

What role do you feel the Planning Commission plays in making Beaufort County a desirable community in which to live and work?

What do you believe are the most important planning issues facing the County during the next five years?

What previous experience have you had in serving on a Planning Commission? Give some examples of the items typically handled by the Planning Commission.

Attachments



Gail Murray resume.docx



sig_se_signature_1_odU3MNJ0m-1617033595447.png

GAIL MURRAY

312 Big Estate Circle, Yemassee, SC 29945 · 843-263-6630
 gmurray@thebejoc.org

Provide leadership and accountability in providing case management coordination services to include assessing, counseling, monitoring, planning, advocacy, and direct intervention to enable persons with disabilities to achieve and maintain competitive employment.

EDUCATION

OCTOBER 2005

MASTER OF ARTS, WEBSTER UNIVERSITY

Rehabilitation Counseling

MAY 2003

BACHELOR OF ARTS, UNIVERSITY OF SOUTH CAROLINA – BEAUFORT

Interdisciplinary Studies

CERTIFICATIONS AND ACTIVITIES

05/2007 Completed a Professional Development Leadership Program (PDLP) certification

06/2017 Nonviolent Crisis Prevention Intervention (CPI) certification

2017 Chairperson for the Vocational Assessment work group appointed to streamline and restructure the assessment procedures statewide for SC Vocational Rehabilitation.

2017 Wrote new job descriptions for several positions at the request of the Vocational Rehabilitation's Commissioner.

REFERENCES

- Carol Anderson - PO Box 15 West Columbia, SC 29170 – 843-230-4933 – canderson@SCVRD.net
- Felicia Johnson – PO Box 15 West Columbia, SC 29170 – 803-361-8711 – fjohnson@SCVRD.net
- Allison Kitler – 919 Thunderbolt Dr. Walterboro, SC 29488 – 843-908-1179 – akitler@SCVRD.net

GAIL MURRAY

312 Big Estate Circle, Yemassee, SC 29945 · 843-263-6630
gmurray@thebjeoc.org

SKILLS

- Proficient in SCEIS and Covey
- Proficient in Microsoft Office (Outlook, Word, PowerPoint, Excel)
- Ability to analyze and evaluate complex issues
- Case Management
- Presenting information and negotiating resolutions
- Ability to lead and direct others

EXPERIENCE

10/2019- PRESENT

COMMUNITY SUPPORT SPECIALIST, BEAUFORT-JASPER EOC, INC.

Provide intake assistance to individuals following policies, procedures, case management procedures, administrative guideline and oral and written instructions. Make appropriate referrals for individuals to receive services from other agencies, programs, organizations, etc.

07/2015 – 06/2018

AREA DEVELOPMENT DIRECTOR, SC VOCATIONAL REHABILITATION DEPT.

Provide advanced planning, direction, and management to area/client services, supervisors, and agency officials towards the achievement of the agency mission of employment for eligible individuals with disabilities. Serve as an advanced resource in advising agency leadership and staff members on complex programmatic issues.

07/2008 – 06/2015

AREA SUPERVISOR, SC VOCATIONAL REHABILITATION DEPT.

Provided general/specific supervision of programmatic and administrative functioning of the assigned local area office operations in its mission to assist eligible clients to prepare for, achieve, and maintain competitive employment.

07/2007 – 06/2008

AREA CLIENT SERVICES MANAGER, SC VOCATIONAL REHABILITATION DEPT.

Serve as primary trainer for all staff regarding client service delivery and the rehabilitation process. Identify area trends and follow up on findings from QA. Develop training to address areas of concern to educate the staff on new initiatives, processes, policy changes, etc.

03/2006 – 06/2007

COUNSELOR, SC VOCATIONAL REHABILITATION DEPT.

APPLICATION



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



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

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

BOARDS AND COMMISSIONS

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

DATE: 1/9/2020 NAME: Daniel P Riedel

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: 47014i 8691

OCCUPATION: Retired; Real Estate Consultant

TELEPHONE: (Home) 937 307-3601 (Office) _____ EMAIL: dan@driedel.com

HOME ADDRESS: 55 Sunset Blvd, Lady's Island STATE: SC ZIP CODE: 29907

MAILING ADDRESS: Same as above STATE: SC ZIP CODE: 29907

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

ETHNICITY: Caucasian African American Other

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

If "yes", what is the name of the board and when does term expire? _____

- Please return completed form **and a brief resume'** either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held **three (3) years** for consideration.
- All information contained on this application is subject to public disclosure.

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

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

Applicant's Signature:

Supplemental Application Questionnaire

- Why do you wish to serve on Planning Commission?

I am a retired real estate developer and consultant. I have prior experience is submitting Planning and Zoning proposals as a petitioner.

- Qualifications, experience, and expertise as a candidate for Planning Commission.

Served as a CEO of a development and building company, with 5 divisions. I have planned and built many SF and MF communities.

- Role Planning Commission should play in making Beaufort a desirable community?

To establish and maintain high planning and architectural standards consistent with the history and character of this historic place.

- Important planning issues facing Beaufort County.

Density, Plan excellence in conformity with surrounding neighborhood, and traffic issues.

- Previous experience

I have planned and developed 25 Single-family and multi-family developments, including resort and marina developments. My company won many awards in their respective cities and communities, and magazines, including cover stories in Professional Builder.

I have particular interest in maintaining high architectural standards and maintaining consistency in neighborhoods.

Daniel P Riedel

Daniel P. Riedel
55 Sunset Blvd.
Beaufort, SC 29907



937 307-3601
dan@driedel.com

Profile

Mr. Riedel has a diverse background in manufacturing, building, real estate development, marketing, financing, and management. Mr. Riedel's family began in the timber and lumber business in 1905, and is a 3rd generation builder. He is veteran of 50 years in the Industrialized Housing business in the Midwest and Southeast. Benchmark Industries and its affiliates began operations in 1969 and were the first factory-built housing company to be approved under rules set forth in the Ohio Industrialized Housing Act of 1969. Mr. Riedel has worked in every position in the company from production, purchasing, engineering and sales to managerial positions of General Manager, Chief Operating Officer, and CEO. He has personally directed the planning, development, building, financing, and management of over 25 multi-family and single-family residential communities.

Mr. Riedel is currently semi-retired but is active with the planning and development of several senior, student, and workforce housing projects. He is involved in the development and financing of several senior assisted living communities in the Midwest and southeast. His company is also involved in humanitarian projects including housing for returning veterans, homeless shelters and several international projects.

Personal

Widow: Married 23 years to Bonita L. Riedel (Dec). Married to Susan M. Taylor (Dec).
 3 Children, ages 43 to 52 all graduates with college bachelor or masters degrees.

Dan is an avid sailor and has logged over 35,000 miles in his 50' sailboat, "Far Niente" including over 250 days on offshore passages in the Atlantic and Caribbean Sea. He lives on the water in Beaufort, SC.

Employment History

Vindale Corporation (Successor Company to Benchmark Homes)	1961-1969
--	-----------

Positions:

- Material Manager, Ohio Division
- Engineering Manager, Ohio Division
- Production Manager, Ohio Division
- General Manager, Florida Division

General Sales Manager
Executive Vice President
President & COO

Accomplishments:

Managed growth of company from 1 to 5 divisions and Sales from \$5 million to \$35 million.
Assisted in design and engineering of first multi-unit sectional homes in manufactured housing industry.

Benchmark Companies & Affiliates

1969-2007

Position:

Chairman & CEO

Accomplishments:

- Developed first multi-story apartment communities utilizing industrialized housing technology.
- Pioneered design and engineering standards to overcome negative perception of industrialized housing.
- Built 25 multi-family apartment communities valued over \$100 million in the Midwest.
- Developed first resort marina condominium development utilizing factory-built modules.
- Participated in first multi-family REMIC in Wall Street with DLJ Investment firm
- Designed and built first factory-built homes to participate in Builder's Homerama shows in Ohio.
- Patented first integral HVAC system preinstalled in industrialized housing components.
- Advanced the acceptance of industrialized housing in suburban subdivisions
- Introduced first Neo-Traditional housing designs for urban historic neighborhoods.

LH Riedel Lumber Co., Inc. (Holding Company for Benchmark affiliates)

2007-Present

Position:

Chairmen & CEO

Education

Michigan State University, E. Lansing, Michigan
Bachelors Degree in Business Administration (*Cum Laude*)
Minor in Personnel and Industrial Management

1957-1961

Extra-circular Activities

Vice-President, Sophomore Class
President, Student Body
Member, Blue Key Honorary
Member, Excalibur
Officer, Beta Theta Pi Fraternity

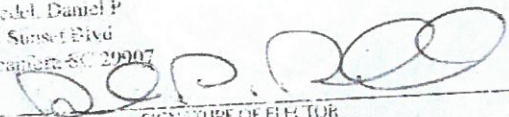
Accreditations and Memberships

Member, Governor's Task Force on Manufactured Homes	1974-1975
Member, Governors Council on State Housing Goals	1975-1976
Delegate, National FHA-HUD Mfg. Housing Advisory Council	1975-1977
President, Director, Southern Manufacturing Housing Institute	1970-1974
Vice-Pres, Director, Manufacturing Housing Institute	1973-1976
President's Club, Michigan State University	1965-2011
Member, Dayton Home Builders Association	1999-2006
Commodore, Seven Seas Cruising Association	1994-2011

STATE OF S.C. VOTER REGISTRATION NOTIFICATION
COUNTY: BEAUFORT
PRECINCT: Lady's Island 3B

REG NO: 470418091 REG DATE: 10/7/2014

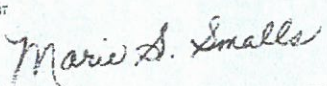
Name: Daniel P
55 Sunset Blvd
Beaufort, SC 29907


SIGNATURE OF ELECTOR

FOUNTRE

SEX: Male RACE: White DOB: 10/22/1939

VOTE AT:
• Lady's Island, Airport Bldg
59 Airport Cir


COUNTY / STATE ELECTION OFFICIAL

From: [Weitz, Kristina](#)
To: [Vaughn, Tithanie](#)
Subject: RE: Daniel Riedel
Date: Thursday, July 9, 2020 1:11:44 PM
Attachments: [image001.png](#)

There is too many digits in his VR #. It should be 470418691 otherwise he is good and in CC 2

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Thursday, July 9, 2020 10:04
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Daniel Riedel

Good Morning,

Daniel P. Riedel
VR#4701418691
55 Sunset Blvd
Lady's Island, SC 29907

Tithanie Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



Stay Safe ! Stay Healthy !

APPOINTMENT

REAPPOINTMENT

RECUSAL

CONFLICT OF INTEREST

RESIGNATION



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF APPOINTMENT
MEETING NAME AND DATE:
NATURAL RESOURCES COMMITTEE MEETING <ul style="list-style-type: none">• APRIL 5, 2021
PRESENTER INFORMATION:
COMMITTEE CHAIRMAN HOWARD
ITEM BACKGROUND:
SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICAN BOARD FOR GIRARD HOFFMAN 1st TERM - DISTRICT 5 EXPIRES IN 2025
PROJECT / ITEM NARRATIVE:
APPOINTMENT FOR GIRARD HOFFMAN TO SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICAN BOARD
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
APPROVE, MODIFY OR REJECT
OPTIONS FOR COUNCIL MOTION:
MOTION TO (APPROVE, MODIFY, REJECT) APPOINTMENT FOR GIRARD HOFFMAN TO SOUTHERN BEAUFORT COUNTY CORRIDOR BEAUTIFICAN BOARD FOR COUNTY COUNCIL FOR FINAL APPROVAL .



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

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

BOARDS AND COMMISSIONS

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

DATE: 2/17/2021 NAME: Girard Hoffman

BEAUFORT COUNTY VOTER REGISTRATION NUMBER: [REDACTED]

OCCUPATION: Retired

TELEPHONE: (Home) [REDACTED] Office) [REDACTED] EMAIL: [REDACTED]

HOME ADDRESS: [REDACTED] STATE: SC ZIP CODE: [REDACTED]

MAILING ADDRESS: [REDACTED] STATE: SC ZIP CODE: [REDACTED]

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

ETHNICITY: Caucasian African American Other

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

If "yes", what is the name of the board and when does term expire? _____

- Please return completed form and a brief resume' either Email or U.S. Mail:
 - o Email: boardsandcommissions@bcgov.net
 - o U.S. Mail: Clerk to Council, County Council of Beaufort County, P.O. Drawer 1228, Beaufort, SC. 29901
- Applications without a brief resume' cannot be considered.
- Applications will be held three (3) years for consideration.
- All information contained on this application is subject to public disclosure.

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

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

Applicant's Signature: Girard F Hoffman

Submit by Email

Brief Resume for Volunteer Position

I have been a resident of Beaufort (Battery Shores subdivision) since December 2019. I have a BS degree in Business Administration with a concentration in accounting. I spent my working career as a corporate accountant, financial planner, and auditor. My interest in becoming a volunteer is to support Beaufort County in its mission. As a retiree I have time available to devote to the Board activities and responsibilities.

Girard F Hoffman

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Vaughn, Tithanie

From: Weitz, Kristina <kweitz@bcgov.net>
Sent: Monday, March 22, 2021 9:55 AM
To: Vaughn, Tithanie
Subject: RE: Can you check ?

He is active and in CC 5.

Respectfully,

Kristina Weitz
Voter Registration and Elections Manager

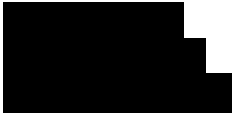
Board of Voter Registration and Elections of Beaufort County
15 John Galt Road – Post Office Box 1228
Beaufort, SC 29906 – Beaufort, SC 29901
Voice: (843) 255-6900 -- Fax: (843) 255-9429 -- Website: <https://www.beaufortcountysc.gov/vote/>

From: Vaughn, Tithanie <tithanie.vaughn@bcgov.net>
Sent: Friday, March 19, 2021 15:12
To: Weitz, Kristina <kweitz@bcgov.net>
Subject: Can you check ?

Good Afternoon,

Can you check :

Girard Hoffman



T. Vaughn
Senior Administrative Assistant to Clerk to Council
Beaufort County Government, SC
843-255-2182 (Office)



“ Success isn’t about how much money you make, it’s about the difference you make in people’s lives. “ – Michelle Obama