



Community Services and Land Use Committee Beaufort County, SC

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

Monday, October 09, 2023
4:00 PM

AGENDA

COMMITTEE MEMBERS:

ALICE HOWARD, CHAIR
GERALD DAWSON
THOMAS REITZ

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
5. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**
Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.
6. UPDATE FROM ASSISTANT COUNTY ADMINISTRATOR CHUCK ATKINSON

AGENDA ITEMS

7. PRESENTATION BY THE COASTAL COMMUNITY DEVELOPMENT CORPORATION (CCDC) WORKFORCE HOUSING FUNDING - Alan Wolf, Chairman of the CCDC/President of the Serg Restaurant Group & Carletha Frazier, Program Manager for CCDC
8. UPDATE ON DISCUSSIONS WITH THE CITY OF BEAUFORT REGARDING THE LADY'S ISLAND VILLAGE CENTER MASTER PLAN
9. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE TOWN OF PORT ROYAL FOR MAINTENANCE

OF COUNTY OWNED PROPERTY KNOWN AS CHERRY HILL PARK (R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000)

10. ADJOURNMENT

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

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Overview and background of the Lady’s Island Village Center Master Plan
MEETING NAME AND DATE:
Community Services and Land Use Committee
PRESENTER INFORMATION:
Robert Merchant, AICP (10 minutes)
ITEM BACKGROUND:
In 2019 the City and the County completed an area plan for Lady’s Island that involved an extensive public input and engagement process that established growth management tools that will ensure Lady’s Island develops appropriately if those tools are implemented and maintained in the future. Immediately following the adoption of the plan, members of the Plan Implementation Committee called for the City and the County to develop a Lady’s Island Village Center Master Plan that would focus on the business district along Sea Island Parkway and Sams Point Road.
PROJECT / ITEM NARRATIVE:
At the February 7, 2022 Natural Resources Committee, the Committee motioned to provide funding not to exceed \$25,000 for a design planning charette to develop design criteria and drawings to enhance the implementation of the Lady’s Island Plan. Beaufort City Council agreed to contribute another \$25,000 toward the study. With the \$50,000 budget approved for the project, Planning and Zoning Staff reached out to SGA Architects and developed a scope of work that would meet the budget. The scope and contract was approved by Beaufort County in October 2022 and was then sent to the City of Beaufort for their approval. No action was taken by the city until a February 14, 2023 City Council Work Session where they rejected the scope and contract.
FISCAL IMPACT:
If the plan moves forward, \$25,000 for Beaufort County.
STAFF RECOMMENDATIONS TO COUNCIL:
No action required.
OPTIONS FOR COUNCIL MOTION:
No action required.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE TOWN OF PORT ROYAL FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS CHERRY HILL PARK (R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000)
MEETING NAME AND DATE:
Community Services and Land Use Committee (October 9, 2023)
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Director (5 minutes)
ITEM BACKGROUND:
County Council approved the acquisition of the property on September 11, 2023
PROJECT / ITEM NARRATIVE:
Beaufort County purchased the property known as Cherry Hill Park in September 2023 through the Rural and Critical Lands Preservation Program. The property is located on Oakview Drive in the Town of Port Royal. As a condition of the purchase of Cherry Hill Park, the Town has agreed to a mowing and maintenance schedule on the property similar to what the Town conducts at the County's Fort Frederick property.
FISCAL IMPACT:
There is no fiscal impact to the County. Town will incur all maintenance expenses.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve, modify, or deny the Interim County Administrator to enter into a Memorandum of Agreement with the Town of Port Royal for maintenance of the property known as Cherry Hill Park. If approved by the Committee, move forward to County Council on October 23, 2023 for final approval.

RESOLUTION 2023/ ____

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

WHEREAS, Beaufort County (“County”) purchased 11.92 acres of what is known today as Cherry Hill Park (R112 032 000 0637 0000, R112 032 000 0008 0000 and R112 032 000 0064 0000) located on Oakview Drive in the Town of Port Royal (“Property”) through the County’s Rural and Critical Lands Preservation Program; and

WHEREAS, a purpose of the Rural and Critical Land Preservation program is to preserve and protect valuable economic and natural resources; as well as to obtain ownership of land for the County’s Passive Parks Department for the benefit and enjoyment of the citizens and visitors of Beaufort County; and

WHEREAS, the Town of Port Royal (“Town”) has committed to mowing and maintenance of the Property for the enjoyment of the public for passive recreation as further described in Exhibit A; and

WHEREAS, the County and the Town recognize the value of maintenance on the Property for the benefit of public access and passive recreation.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby authorize the Interim County Administrator to enter into a Memorandum of Agreement with the Town of Port Royal for maintenance of Cherry Hill Park, as further described in Exhibit A.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

dawn to dusk, Monday through Sunday, or as programmed at the entrance gate by the County. There will be no fees for access or for parking, and parking shall be limited to park users only during open hours.

b. Improvements. County, at their expense, shall construct improvements on the Property, which may generally consist of fencing, gates, signage, parking, pavilions, trails, and other passive recreation related infrastructure. Town shall not build, erect or construct any permanent improvement upon the Property without the prior written approval of the County. All improvements shall remain the property of County upon termination of MOA.

c. Use. Town shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage and use the Property as a public passive 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 Property to provide, promote or otherwise facilitate the use of the Property for non-passive park purposes. County reserves the right to permit rental of the Property and/or any constructed facility on the Property for special events. Town shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the entire Property without the prior written approval of the County. It is clearly understood and agreed upon by the Town and the County that events like weddings, birthday parties, and other such events will be handled by the County via the Passive Park Facility Rental Application and approval process.

d. Maintenance. Town agrees, at their expense, to maintain the Property on a regular schedule that follows other park properties the Town manages and maintains as follows:

- a. Mowing/weed eating of entrance, grounds and around any structures or improvements.
- b. Blowing debris from the park access drive and parking area, sidewalk, trails and structures.
- c. Trash collection and off-Property disposal of any trash receptacles.
- d. Power washing any structures or improvements at least once a year, or as needed due to visitor use.

County agrees, at their expense, to repair infrastructure or improvements that cost greater than \$2,500, and to investigate and resolve any tree safety issues as reported by the Town and/or the public.

5. UTILITIES. The cost of any utilities, assessments and fees shall be the sole responsibility of the County.

6. REPORTING AND CONTACTS. Town will inform the County via phone call or email of any vandalism, damage or maintenance needs within 24 hours of identification.

County Contact:	Town Contact:
Stefanie M. Nagid, Passive Parks Director	Van Willis, Town Manager
124 Lady’s Island Drive	P.O. Drawer 9
Beaufort, SC 29907	Port Royal, SC 29935
(843) 255-2152	(843) 986-2205
snagid@bcgov.net	vwillis@portroyal.org

7. **INSURANCE.** Parties shall at all times maintain a policy of tort and/or general liability insurance in the same amount, and of the same nature and type, as it carries and pays for on all other public parks and recreational facilities which they have an ownership interest in.
8. **BREACH OF CONTRACT.** If a party to this MOA determines that the other party is in breach of the terms of this MOA, 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.
- a. *Disputes.* All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this MOA, including but not limited to breach thereof, shall be first submitted to an agreed upon mediator. The Parties shall equally share in the cost of mediation. Any MOA resulting from said mediation shall be binding on the Parties.
9. **TERMINATION.** Either party shall have the right to terminate this MOA 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.
10. **OTHER PROVISIONS.**
- a. *Definition of Terms.* For the purpose of this MOA, the terms "passive park" and "passive recreation" shall be defined pursuant to Beaufort County Ordinance 2018-53; all other terms shall be defined pursuant to the County's Community Development Code.
- 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 MOA.
- c. *Entire Agreement.* This MOA 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 MOA. If there are conflicting terms between this MOA and any documents merged into this MOA, this MOA shall supersede.
- d. *Amendment or Modification.* This MOA cannot be amended or modified orally or by a single party. No amendment or modification to this MOA shall be valid unless in writing and signed by both Parties to this MOA.
- e. *Severability.* If any provision of this MOA is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOA shall nonetheless remain in full force and effect.
- f. *Waiver.* No waiver of any provision of this MOA 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 MOA 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 MOA shall not constitute or operate as a waiver of any succeeding breach of the covenant or of any other covenant.

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

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each provision hereof, the Parties have caused this MOA to be executed on the Effective Date.

WITNESSES:

BEAUFORT COUNTY

John Robinson
Interim County Administrator

WITNESSES:

TOWN OF PORT ROYAL

Van Willis
Town Manager

