

LADY'S ISLAND

PLAN

Implementation Committee Meeting

November 7, 2019, 3:00 pm
Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

- 1. Call To Order**
- 2. Election of Chairman and Vice-Chairman**
- 3. Approval of Agenda**
- 4. Implementation Action Matrix – Discussion of Priorities and Strategies to Implement Lady's Island Plan (backup)**
- 5. Review of Draft Intergovernmental Agreement Establishing the Lady's island Community Preservation Committee (LICP) (backup)**
- 6. Other Business: Next Meeting – Thursday, December 5, 2019, 3:00 pm, Executive Conference Room, Beaufort County Administration Building, 100 Ribaut Road, Beaufort**
- 7. Adjournment**

IMPLEMENTATION ACTION MATRIX

COST

\$

Low

Negligible costs.

\$\$

Medium

Costs primarily related to administrative or staff relative resources.

\$\$\$

High

Costs that include capital or infrastructure costs.

TIMELINE

○

Short-Term

Actions that could be accomplished in the immediate future.

○○

Mid-Term

Actions that could be accomplished in one to three years.

○○○

Long-Term

Actions likely to take more than three years to accomplish.

DEGREE OF DIFFICULTY



Easy

These actions would require relatively little time, money, or expertise to enact.



Moderate

These actions would require a moderate commitment of time, money, or expertise to enact and would require some shift at an administrative level.



Challenging

These actions involve multiple agencies and interests, departments, or layers of regulation and action. They likely require a significant (multi-year) commitment of time, significant money, and complex expertise to enact.

ACTION	COST	TIMELINE	DEGREE OF DIFFICULTY
LEADERSHIP			
Adopt and endorse the plan	\$	○	
Develop intergovernmental/ interorganizational commitment to implement the plan	\$	○	
Establish implementation leadership	\$	○	
CIVIC ENGAGEMENT			
Implement the recommendations for improvements in the civic engagement process as it relates to development review and implementation	\$\$	○	
TRANSPORTATION			
Implement Phase One Transportation Projects	\$\$\$	○○	
Study and identify implementation strategies for Phase Two Transportation Projects	\$\$\$	○○○	
Require connections and new streets for major development and redevelopment projects	\$\$\$	○○○	
Develop an island-wide bicycle and pedestrian network	\$\$\$	○○○	
Support public transportation improvements	\$\$	○○○	
Consider other transportation modes	\$\$\$	○○○	
Continue to explore funding sources	\$	○○	

ACTION	COST	TIMELINE	DEGREE OF DIFFICULTY
COMMUNITY FORM			
Assess the city and county comprehensive plans, land use regulations, and other tools and revise them to bring them into conformity with the community form principles	\$	○	
GROWTH MANAGEMENT			
Match provision of sewer or septic to development density	\$	○	
Consider policies and regulations to limit dirt fill	\$	○	
Consider establishment of a Sea Level Rise Overlay Zone	\$	○	
Modify the growth boundary	\$	○○	
Monitor growth trends to ensure infrastructure concurrency	\$	○○	
Purchase land and conservation easements to reduce potential future growth	\$\$\$	○○○	
Consider other growth management tools	\$	○○○	
STREETSCAPE			
Plan for and implement a comprehensive streetscape design for Sea Island Parkway and Lady's Island Drive/Sam's Point Road	\$\$\$	○○	

KEY

COST	TIMELINE	DEGREE OF DIFFICULTY
Low \$	Short-Term ○	Easy 
Medium \$\$	Mid-Term ○○	Moderate 
High \$\$\$	Long-Term ○○○	Challenging 

ACTION	COST	TIMELINE	DEGREE OF DIFFICULTY
ECONOMIC REUSE			
Explore economic development opportunities to develop strategies and recruit businesses to promote productive use of outdated or underutilized commercial properties	\$\$		
PLAN MONITORING			
Monitor this plan on the same schedule as city and county comprehensive plans	\$\$		

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LADY'S ISLAND COMMUNITY PRESERVATION COMMITTEE (LIPC)

This agreement is entered into and made effective _____, 2019 by and among The Beaufort County, South Carolina County Council and The City of Beaufort for the purpose of forming the Lady's Island Community Preservation Committee.

WHEREAS, Beaufort County and the City of Beaufort jointly funded and adopted the Lady's Island Plan in April 2019; and

WHEREAS, the Lady's Island Plan recommends that the current Lady's Island Preservation Committee be formalized and expand its role in the development review process; and

WHEREAS, the Lady's Island Plan recommends that the implementation of the plan will be coordinated by the Lady's Island Community Preservation Committee after it has been reorganized.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the nature and extent of which are deemed sufficient, the parties to this Agreement, being the County of Beaufort and the City of Beaufort, do agree as follows:

SECTION 1 – PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to fulfill the recommendations in the Lady's Island Plan by formalizing the Lady's Island Community Preservation Committee, expanding its role in the development review process and providing it with the necessary ability to coordinate the implementation of the Lady's Island Plan.

SECTION 2 – AUTHORIZATION TO ENTER INTO THIS AGREEMENT

The parties to this Agreement are authorized to enter into this Agreement as "units of general local government." Beaufort County and The City of Beaufort, South Carolina has caused an authorizing resolution to be executed by its appropriate and authorized official authorizing the execution of this Agreement for and on behalf of the organization, its governing body, successors and assigns for the purposes provide herein.

A copy of each member's authorizing resolution is affixed hereto and is incorporated by reference herein as if set forth verbatim. Only those bodies for whom an authorizing resolution has been duly authorized, executed and affixed hereto shall be included in the Agreement and the formation of the committee.

SECTION 3 – AREA OF RESPONSIBILITY

For the purposes to be undertaken under this agreement, the “Lady’s Island District” will include all those lands, whether within Beaufort County or the City of Beaufort, extending east from the Woods Memorial Bridge, west from Chowan Creek, south from the Coosaw River and north from Cat Island, to include Lady’s Island, Coosaw Island, Gibbs Island, Upper Cane Island, Cane Island, Cat Island, Distant Island, and the Eustis Community.

SECTION 4 – MEMBERS OF THE LADYS ISLAND COMMUNITY PRESERVATION COMMITTEE

Beaufort County and the City of Beaufort, South Carolina enter into this Agreement and bind themselves, their successors and assigns, to form the LADY’S ISLAND COMMUNITY PRESERVATION COMMITTEE by appointing the following members who shall act jointly as the Lady’s Island Community Preservation Committee.

1. Two Members Appointed by the Beaufort County Council living within District 2
2. Two Members Appointed by the Beaufort County Council living within District 3
3. Two Members Appointed by the City of Beaufort *[if a signatory]*
4. One Member Appointed by the Lady’s Island Professional Association (LIBPA)
5. One Member Appointed by the Sea Island Corridor Coalition (SICC)

In all instances above, the appointee must be a full-time resident or business owner of the Lady’s Island District.

All members are appointed for terms of three years, and no member may serve more than three consecutive terms.

To ensure continuity “original appointments” by Beaufort County councilors or the Beaufort County Council, or the Beaufort City Council, shall be for a period of one year, after which such members, or their replacements, may be appointed for a regular three-year term.

The Committee shall elect a Chairman who shall organize the work of the Committee in coordination with Beaufort County Community Development Staff, and a Secretary who will record and report actions and recommendations by the Committee.

Each member shall comply with the education requirements as defined by the South Carolina Code Section 6-29-1340 and obtain an initial minimum of six hours of training on approved subjects no later than three hundred and sixty-five (365) days

after appointment. Each member shall annually obtain a minimum of three hours annually by the date of the anniversary of the initial appointment.

The Lady's Island Preservation Committee will meet regularly and shall publish the date and time of said meetings as per the current Beaufort County policies for public meetings. A member missing more than two (2) consecutive meetings or more than four (4) meetings annually shall be reappointed by the organization responsible for that appointment.

All signatories must approve any amendment to revise the membership of this Agreement. All provisions of this Agreement shall apply and govern any new member's participation in the Lady's Island Community Preservation Committee.

SECTION 5 – DUTIES OF THE LADY'S ISLAND COMMUNITY PRESERVATION COMMITTEE

The Lady's Island Community Preservation Committee is hereby designated and authorized to make recommendations to the Beaufort County Planning Commission, the Beaufort Metropolitan Planning Commission and the Beaufort County Zoning Board of Appeals regarding the following: steps needed to implement the Lady's Island Plan, Land Development Code text and map amendments, applications for re-zonings, annexations, development applications for all major subdivisions of ten acres or greater regardless of current zoning, development or re-development applications for all commercial subdivisions, and any other issue as the planning staffs of Beaufort County and the City of Beaufort deem appropriate.

SECTION 6 – EFFECTIVE DATE, TERM, RENEWAL AND TERMINATION

This Agreement shall be for the initial term of five years from date of approval and is subject to an automatic renewal for three-year periods based on initial date of approval by all parties. Each member agrees that in order to be relieved from the terms of this Agreement, it must notify the Lady's Island Preservation Committee of its intent not to participate in writing 60 days prior to the automatic renewal. Though this Agreement may be amended, no signatory may withdraw from the Agreement while the Agreement remains in effect.

SECTION 7 EXECUTION

The parties hereto have executed this Agreement as of the date first written above. This Agreement may be executed in multiple counterparts, provided, however, the only document considered an original fully executed Agreement shall be that filed in the office of the Beaufort County Administrator. In the event of a dispute, only a fully

executed complete copy filed and maintained in the offices of the Beaufort County Administrator shall constitute this Agreement.

THE COUNTY OF BEAUFORT AND THE CITY OF BEAUFORT, SOUTH CAROLINA

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LADY'S ISLAND COMMUNITY PRESERVATION COMMITTEE

EXECUTED this _____ day of _____ 2019.

City Manager, City of Beaufort, South Carolina

Witness

THE COUNTY OF BEAUFORT AND THE CITY OF BEAUFORT, SOUTH CAROLINA

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LADY'S ISLAND COMMUNITY PRESERVATION COMMITTEE

EXECUTED this _____ day of _____ 2019.

County Administrator, Beaufort County, South Carolina

Witness