



The Town of Hilton Head Island
Town Council
Tuesday, November 19, 2019, 4:00 p.m.
Benjamin M. Racusin Council Chambers
AGENDA

As a courtesy to others please turn off / silence ALL mobile devices during the Town Council Meeting. Thank You.

- 1. Call to Order**
- 2. FOIA Compliance** - Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.
- 3. Pledge to the Flag**
- 4. Invocation – Father Greg Kronz, St. Luke’s Church**
- 5. Approval of Minutes**
 - a. Town Council Meeting, November 5, 2019
- 6. Report of the Town Manager**
 - a. Arbor Day Proclamation
 - b. Planters Row Golf Course Update
 - c. Items of Interest
- 7. Reports from Members of Council**
 - a. General Reports from Council
 - b. Report of the Intergovernmental Committee – Bill Harkins
 - c. Report of the Community Services & Public Safety Committee – Marc Grant
 - d. Report of the Public Planning Committee – David Ames
 - e. Report of the Finance & Administrative Committee – Tom Lennox
- 8. Proclamations/Commendations**
 - a. Commendation Recognizing General Arthur E. Brown, Jr.

9. Appearances by Citizens

[Town Code § 2-5-70: To sign-up, notify the Town Clerk prior to 12:00 p.m. the day of the meeting. All comments are limited to 3 minutes.]

10. Consent Agenda

a. Second Reading of Proposed Ordinance 2019-27 – Beach Holes & Shovels

Second Reading of Proposed Ordinance 2019-27 amending Chapter 1 of Title 8 (Beaches, Waterways, Recreational Areas, and Arts), of the Municipal Code of the Town of Hilton Head Island, South Carolina, to amend Section 8-1-211, Definitions, to add the definition of Personal Property; and to amend Section 8-1-211, Unlawful Activities Enumerated, to add regulation of the digging of holes and the size of shovels allowed on the beach; and providing for severability and an effective date.

b. Second Reading of Proposed Ordinance 2019-28 - Conveyance of Property to Habitat for Humanity

Second Reading of Proposed Ordinance 2019-28 of the Town of Hilton Head Island, South Carolina, Authorizing the Conveyance of Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2019), and § 2-7-20, *Municipal Code of the Town of Hilton Head Island* (1983); and providing for severability and an effective date.

c. Second Reading of Proposed Ordinance 2019-29 – Palmetto Electric Cooperative, Inc. Non-Exclusive Franchise Agreement

First Reading of Proposed Ordinance 2019-29 granting Palmetto Electric Cooperative, Inc. a Non-Exclusive Franchise to use the Public Rights-of-Way within the Town of Hilton Head Island for the purpose of erecting, constructing, maintaining, and operating electrical services and facilities thereon and thereunder; and providing for severability and an effective date.

11. Unfinished Business

a. Consideration of a Resolution – Support for Hands-Free Use of Wireless or other Communication Devices

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to encourage and support amending the South Carolina Code of Laws, Title 56, Motor Vehicles, Chapter 5, Uniform Act on Regulating Traffic on Highways to require Hands-Free use of wireless or other communication devices by those operating motor vehicles.

12. New Business

b. Consideration of a Resolution – Waiver of Right of First Refusal – Hilton Head Christian Academy Property

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina authorizing the execution and delivery of a Waiver of Right of First Refusal and Modification of Restrictive Covenants related to 0.193 acres of Real Property located near Gardner Drive on Hilton Head Island, South Carolina.

c. Consideration of a Resolution – Workforce Housing, Conversion Restrictions, and Short-term Rental Restrictions

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina authorizing the execution and delivery of an agreement to provide Workforce housing, Conversion Restriction and Short Term Rental Restriction related to Real Property located on Gardner Drive on Hilton Head Island, South Carolina.

d. Consideration of a Recommendation – Gullah-Geechee Preservation Project Top Priority Recommendation Framework

Consideration of a Recommendation from the Gullah-Geechee Cultural Preservation Task Force that Town Council approve the Gullah-Geechee Preservation Project Report Top Priority Recommendations Framework.

e. Authorization for the Town Manager to execute the Addendum to the Palmetto Electric Cooperative, Inc. Rural Development Act Utility Agreement, extending the agreement until December 31, 2020.

13. Executive Session

14. Possible actions by Town Council concerning matters discussed in Executive Session

15. Adjournment



Town of Hilton Head Island

Town Council

Tuesday, November 5, 2019 at 4:00 pm

Benjamin M. Racusin Council Chambers

MEETING MINUTES

Present from Town Council: John J. McCann, *Mayor*; Marc Grant, David Ames, Tamara Becker, Glenn Stanford; *Council Members*

Absent from Town Council: Bill Harkins, *Mayor Pro-Tempore*; Tom Lennox, *Council Member*

Present from Town Staff: Steve Riley, *Town Manager*; Joshua Gruber, *Assistant Town Manager*; Scott Liggett, *Director of Public Projects and Facilities*; Shawn Colin, *Director of Community Development*; Brad Tadlock, *Fire Chief*; Jenn McEwen, *Director of Cultural Affairs*; Jennifer Ray, *Deputy Director of Community Development*; Melissa Cope, *Systems Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

Present from Media: Kathrine Kokal, *Island Packet*

1. Call to Order

The Mayor called the meeting to order at 4:00 p.m.

2. FOIA Compliance

Public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act and the requirements of the Town of Hilton Head Island.

3. Pledge to the Flag

4. Invocation – Pastor Todd Cullen, Hilton Head Island Community Church

Pastor Cullen delivered the Invocation.

5. Approval of Minutes

- a. Town Council Meeting, October 15, 2019

Mr. Stanford moved to approve the minutes from October 15, 2019. Mr. Grant seconded. The motion was approved by a vote of 5-0.

6. Report of the Town Manager

- a. Culture & Arts Advisory Committee Update – Jenn McEwen, Director of Cultural Affairs

Ms. McEwen, gave an update to the members of Town Council highlighting a number of activities and events that have taken place throughout the community. She also discussed the upcoming Lantern Parade, taking place on November 9, 2019, encouraging all to participate.

- b. Alliance for Healthy Youth – Wendy Cummings, Chair

Wendy Cummings, Board Chair, for the Alliance for Healthy Youth addressed the members of Council providing information about the organization, and the activities taking place throughout the community. Ms. Cummings gave each member of Council a handout, which provided further information.

- c. Items of Interest

Mr. Riley reviewed the Items of Interest, including Town news, upcoming Town meetings, and noteworthy events taking place throughout the Island over the coming weeks.

7. Reports from Members of Council

a. General Reports from Council

Mr. Grant stated that he had a concern in terms of affordable homes on Hilton Head Island. He said that in terms of Habitat for Humanity, he would like to see if the Town has additional land that can be dedicated to more Habitat housing on Hilton Head Island. Mr. Grant also made a request for a status update from the Town's Code Enforcement. He asked that the report contain the following; how many citations have been issued through this calendar year, how have the body cameras improved communication, what staff development courses have been taken to improve de-escalation of issues when they arise, if no courses have been taken, are they in the works, and have there been any community outreach sessions. Mayor McCann asked Mr. Riley that such an update be provided at the next Community Services and Public Safety committee meeting.

b. Report of the Intergovernmental Committee – Bill Harkins

Mr. Harkins was absent – no report.

c. Report of the Community Services & Public Safety Committee – Marc Grant

Mr. Grant reported that the Committee had approved its meeting schedule for 2020. He also reported that the Committee discussed the bid that came in for the lighting at the Yacht Cove intersection. Mr. Grant said that because there had only been one bid received, the Committee had requested that this project go back out for bid again. He reported that the Committee had discussed and approved the hands-free driving resolution to come forward to Council as a whole for review and consideration. Mr. Grant concluded stating that the Committee would be looking at several upcoming items, including the right-of-way for Mitchelville Road.

d. Report of the Public Planning Committee – David Ames

Mr. Ames reported that the Committee had received an update from Palmetto Breeze. As a result of the update, the Committee recommended that Town staff evaluate three possibilities; 1) connection to the Sea Pines trolley, 2) adding a third trolley and extending the route of service, and 3) whether or not a no-fee service might make sense. Mr. Ames said that the Committee also requested an annual interim operating statement from Palmetto Breeze. He said that the Committee had made a motion to add to the Town website a graphic showing the status of each LMO amendment so the public could access that at their convenience and track the progress of the amendments. Mr. Ames said that there had been discussion about the LMO sub-committee meeting on a more regular basis.

e. Report of the Finance & Administrative Committee – Tom Lennox

Mr. Lennox was absent – no report.

8. Proclamations / Commendations - None

9. Consent Agenda - None

10. Appearance by Citizens

Risa Prince: Addressed the members of Town Council regarding the U.S. 278 Gateway Corridor Project.

11. Unfinished Business - None

12. New Business

a. First Reading of Proposed Ordinance 2019-27 – Beach Holes & Shovels

First Reading of Proposed Ordinance 2019-27 amending Chapter 1 of Title 8 (Beaches, Waterways, Recreational Areas, and Arts), of the Municipal Code of the Town of Hilton Head Island, South Carolina, to amend Section 8-1-211, Definitions, to add the definition of Personal Property; and to amend Section 8-1-211, Unlawful Activities Enumerated, to add regulation of the digging of holes and the size of shovels allowed on the beach; and providing for severability and an effective date.

Mr. Ames moved to approve. Mr. Stanford seconded. Mr. Grant asked about the consequences and enforcement of these changes. Josh Gruber, Assistant Town Manager, addressed Mr. Grant's question, explaining that in terms of consequences, a violation to this section of the Code would be punishable similarly to other violations of the Town's Code. Mr. Gruber said as far as enforcement, both the Town's Code Enforcement Officers and the Beaufort County Sheriff's Office would be responsible for enforcing, and Shore Beach Services would continue to educate citizens. With no further discussion, the motion was approved by a vote of 5-0.

b. First Reading of Proposed Ordinance 2019-28 - Conveyance of Property to Habitat for Humanity

First Reading of Proposed Ordinance 2019-28 of the Town of Hilton Head Island, South Carolina, Authorizing the Conveyance of Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. § 5-7-40 (Supp. 2019), and § 2-7-20, *Municipal Code of the Town of Hilton Head Island* (1983); and providing for severability and an effective date.

Mr. Ames moved to approve. Mrs. Becker seconded. With no discussion, the motion was approved by a vote of 5-0.

c. First Reading of Proposed Ordinance 2019-29 – Palmetto Electric Cooperative, Inc. Non-Exclusive Franchise Agreement

First Reading of Proposed Ordinance 2019-29 granting Palmetto Electric Cooperative, Inc. a Non-Exclusive Franchise to use the Public Rights-of-Way within the Town of Hilton Head Island for the purpose of erecting, constructing, maintaining, and operating electrical services and facilities thereon and thereunder; and providing for severability and an effective date.

Mr. Ames moved to approve. Mr. Stanford seconded. Mr. Grant asked if the rate was similar to other communities and why the Town went with 25 years and not less. Mr. Riley said the rates can range, but that generally 3-4% is standard for all communities. Mr. Riley said that the previous contract was for 20 years, and because they are working to amend it 5 years early, the decision was made to add the 5 years back in to stay on schedule, making the new agreement 25 years. Mr. Riley also stated that this is a "non-exclusive" agreement, and if another provider wanted to come in, nothing would keep that provider from trying to compete. With no further discussion, the motion was approved by a vote of 5-0.

d. Consideration of a Resolution – CDBG Five Year Consolidated Plan (2015-2019) Substantial Amendment

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina, to approve the Community Development Block Grant (CDBG) Entitlement Program Five Year Consolidated Plan (2015-2019) Substantial Amendment.

Mr. Stanford moved to approve. Mrs. Becker seconded. Mr. Grant asked about pages 37-39 of the report. Jennifer Ray, Deputy Director of Community Development stated that those particular items were not part of the amendments made. But that this is a section of the report that will be looked at again in the next six months. With no further discussion, the motion was approved by a vote of 5-0.

12. New Business (cont.)

e. **Consideration of a Resolution – CDBG Fiscal Year 2018-2019 (Program Year 2018) Annual Action Plan Substantial Amendment**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to approve the Community Development Block Grant (CDBG) Entitlement Program Fiscal Year 2018-2019 (Program Year 2018) Annual Action Plan Substantial Amendment.

Mr. Stanford moved to approve. Mrs. Becker seconded. With no discussion, the motion was approved by a vote of 5-0.

f. **Consideration of a Recommendation – Workforce Housing Policy Framework**

Consideration of a Recommendation from the Public Planning Committee that Town Council accept the Workforce Housing Strategic Plan and approve the policy framework for a workforce housing program.

Mr. Grant moved to approve. Mr. Stanford seconded. Mr. Ames stated that the Public Planning Committee had been working for over two years on the affordable housing challenge, and is recommending the acceptance of the policy framework. Mr. Ames said that he respectfully asks Mr. Riley to expedite the policies for the Committee's review by mid-January. He stated the policies would include; policies for commercial, conversion, and reuse; location criteria for workforce housing; potential sites of Town-owned properties; and a sliding scale of density bonuses. Mrs. Becker said that she would like to see the addition of transportation needs. She said that she felt there has been a lot of discussion and evidence that a transportation component needs to be added to the framework. Mrs. Becker asked that not only is it added to the current recommendation but also discussed at the workshop in December. Mr. Ames said that he thought it would be difficult for Town staff to bring forward recommendations on transportation between now and mid-January, but did agree that this topic should be something that is discussed at the annual workshop. Mr. Grant asked about rehabbing current homes, and assisting individuals that may need assistance. Shawn Colin, Director of Community Development stated that rehabbing homes, was not a specific item outlined by the Public Planning Committee, and that staff would like to bring forward the framework and policies as approved by the Committee. He said if housing rehab was another area that staff should begin looking at, subsequent to the item currently before Council, it could be done. Mr. Grant said that he would like this looked at as it is something that effects all citizens. Mr. Colin said that staff was made aware of a program that the Town of Bluffton has with similar actions. Mr. Riley, asked for clarification to the current recommendation, and if it would include the transportation piece. He recommended the addition of item number 9, which would read: "*explore the role of transportation and transit in addressing the workforce issue.*" This would allow it into the recommendation, and allow for future conversations concerning the matter. Mr. Stanford clarified that this would be a principle that would be considered, in terms of once implementation of the policies and adoption of regulation. Mr. Riley confirmed. Mr. Ames, restated, that his focus today were to have policies, by mid-January on the four specific items he previously mentioned. He said that there are a number of issues that still need to be worked through, and is happy to put the transportation matter in the recommendation, but does not want it to delay the four previous items he mentioned. Mayor McCann said he agreed with Mr. Ames, that transportation should not delay the other four items. Mr. Riley noted that in order to add this item to the framework, it would require the consent of both the maker of the motion and seconder. Both Mr. Grant and Mr. Stanford gave their consent to amend and change the original motion to include the addition of the transportation item. With some discussion from the public at large, the Mayor called the question. The motion was approved by a vote of 5-0.

13. Executive Session

Mr. Riley stated that an Executive Session was needed to review the following matters: (a) Land Acquisition, discussion of negotiations incidents to the proposed sale, lease, or purchase of property in the (i) Stoney area, and (ii) in the Beach City Road area.

At 4:40 p.m., Mr. Stanford moved to go into Executive Session for the items mention by Mr. Riley. Mr. Grant seconded. The motion was approved by a vote of 5-0.

At 5:07 p.m., Town Council returned to the dais.

14. Possible actions by Town Council concerning matters discussed in Executive Session

15. Adjournment

At 5:08 p.m., Mr. Stanford moved to adjourn. Mrs. Becker seconded. The motion was approved by a vote of 5-0.

Krista Wiedmeyer, Town Clerk

Approved: November 19, 2019

John J. McCann, Mayor

DRAFT

Proclamation

BY
THE TOWN OF HILTON HEAD ISLAND

***WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

***WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

***WHEREAS**, 2019 is the 147th anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and*

***WHEREAS** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and*

***WHEREAS**, trees are a renewable resource, giving us paper, wood for our homes, fuel for our fires and beautify our community; and*

***WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal; and*

***NOW, THEREFORE, I**, John J. McCann, Mayor of the Town of Hilton Head Island, hereby proclaim that Friday, **December 6th**, shall be known on Hilton Head Island as*

ARBOR DAY

and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

***IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this nineteenth day of November, in the year of our Lord, two thousand and nineteen.*

John J. McCann, Mayor

Attest:

Krista M. Wiedmeyer, Town Clerk



Items of Interest

November 19, 2019

TOWN NEWS

- **Holiday Display and Lights at Fire Station #3**
The firefighters at Fire Station #3 located at 534 William Hilton Parkway, are hard at work setting up the lights and holiday displays. They hope to have everything up and ready by the day after Thanksgiving!
- **Santa & Sirens**
Santa Clause will once again be visiting Hilton Head Island neighborhoods with the support of Fire Rescue. He will ride atop a fire engine each night starting at 6:00 p.m., December 2nd through December 13th. To track Santa while he travels throughout the Island neighborhoods, please visit the Culture HHI website for the new real time Santa Tracker!
- **Santa Mail**
Santa Mail is a community project designed to encourage citizens to visit and become familiar with their neighborhood fire station and local firefighters. Each fire station and the Fire Rescue Headquarters building will have their own unique "Santa Mail" mailbox near the front door so your letters to Santa can be dropped off, and forwarded to his home in the North Pole! Be sure to include a return address on your letter, so Santa can respond to each letter he receives. Last year, Santa received and answered over 250 letters!
- **Inaugural Hilton Head Island Lantern Parade**
The Inaugural Hilton Head Island Lantern Parade, held on November 9th was a beautiful display of creativity by our community. With over 1500 participants creating art to carry as part of the whole installation and over 2000 spectators, it was a wonderful first effort.

TOWN MEETINGS

- Community Services & Public Safety Committee – Monday, November 25, 2019 at 9:00 a.m.
- Intergovernmental Committee – Monday, December 2, 2019 at 10:00 a.m.
- Public Planning Committee – Tuesday, December 3, 2019 at 10:00 a.m.
- Finance and Administrative Committee – Tuesday, December 3, 2019 at 2:00 p.m.
- Town Council Annual Workshop – Thursday, December 5-7, 2019
- Finance and Administrative Committee – Tuesday, December 17, 2019 at 2:00 p.m.
- Regular Town Council – Tuesday, December 17, 2019, at 4:00 p.m.

**Please note, in observance of the Thanksgiving Holiday, Town Hall will be closed
Monday, November 28-29, 2019**

HILTON HEAD ISLAND EVENTS

- Holiday Tree Lighting – Saturday, November 23, 2019, 3:30-5:30 p.m. at the Arts Center of Coastal Carolina.
- Shark Bait 5k, Sunday, December 8, 2019, 11:00-4:00 p.m. at Coligny Beach
- St. Francis School, 5k Reindeer Run, Saturday, December 14, 2019, 8:00-10:00 a.m. at St. Francis School



For more events taking place on the Island, please visit the Town's Office of Cultural Affairs Events page at www.culturehhi.org/events/

The Town of Hilton Head Island

Commendation

Honoring

General Arthur E. Brown, Jr.

WHEREAS, General Brown was born on November 21, 1929 in Manila, Philippines, the son of an Army dental surgeon. He graduated from the United States Military Academy in 1953 and married Jerry Cook immediately upon graduation; and

WHEREAS, General Brown served in multiple tours in Vietnam and upon returning attended the University of Pittsburg and earned a master's degree. He then subsequently graduated from the Army War college and returned to West Point as Deputy Superintendent; and

WHEREAS, from 1983 to 1987, he served as the Director of Army Staff and in 1987 was appointed as Vice Chief of Staff of the Army. He retired in 1989 and was awarded both the Defense Distinguished Service Medal and Army Distinguished Service Medal among his many other service commendations; and

WHEREAS, after retiring from the military, he served in various community service positions, including service on the board of the United Way of the Lowcountry, Chairman of the Technical College of the Lowcountry, Hilton Head Island Foundation, and the Greater Island Council and in 2010 was awarded the Distinguished Alumnus Award by the University of Pittsburgh's Graduate School of Public and International Affairs; and

WHEREAS, in recognition of his many accomplishment and significant service to his Country and his community, he was awarded the Order of the Palmetto, the highest civilian honor awarded by the Governor of South Carolina; and

WHEREAS, General Brown's family circle is made up of his children, Marian (Nene) Montgomery Brown Shope, Arthur Edmon Brown, III and Nan Brittain Brown Irick (deceased) and grandchildren Aimee Brittain Shope Wiegmann, Alexander Edmon Brown, Luca Christopher Brown, Christopher Brittain Irick, Kate Oliver Irick and great grandchildren Christian Jacob Wiegmann and Amelia-Grace Shively Wiegmann; and

WHEREAS, General Brown is an active cyclist with Kickin' Asphalt-logging in approximately 100 miles per week and he is actively involved in the Pedal 4 Kids event every year raising funds for the Hilton Head Island Boys and Girls Club. He is also a member of St. Luke's Church on Hilton Head Island and finds many other opportunities to give back to this community.

NOW, THEREFORE, in honor of General Arthur E. Brown, Jr.'s 90th birthday and his many contributions to his Country, State and Community, the Town of Hilton Head Island hereby proclaims the month of November, 2019 as

GENERAL E. BROWN, JR. MONTH OF CELEBRATION

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused this seal of the Town of Hilton Head Island to be affixed this nineteenth day of November, in the year of our Lord, two thousand and nineteen.

John J. McCann, Mayor

10. CONSENT AGENDA

- a. Second Reading of Proposed Ordinance 2019-27 - Beach Holes & Shovels
- b. Second Reading of Proposed Ordinance 2019-28 - Conveyance of Property to Habitat for Humanity
- c. Second Reading of Proposed Ordinance 2019-29 - Palmetto Electric Cooperative, Inc. Non-Exclusive Franchise Agreement



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Shawn Colin, AICP, *Director of Community Development*
VIA: Jennifer Ray, ASLA, *Deputy Director of Community Development*
FROM: Anne Cyran, AICP, *Senior Planner*
DATE: November 6, 2019
SUBJECT: Proposed Ordinance 2019-27 – Beach Holes & Shovels & Personal
Property Left Unattended or Stored on the Beach Overnight

Town Council made no changes to proposed ordinance 2019-27 as a result of their meeting on November 5, 2019.

AN ORDINANCE TO AMEND CHAPTER 1 OF TITLE 8 (BEACHES, WATERWAYS, RECREATIONAL AREAS, AND ARTS), OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; TO AMEND SECTION 8-1-112, DEFINITIONS, TO ADD THE DEFINITION OF PERSONAL PROPERTY; AND TO AMEND SECTION 8-1-211, UNLAWFUL ACTIVITIES ENUMERATED, TO ADD REGULATION OF THE DIGGING OF HOLES AND THE SIZE OF SHOVELS ALLOWED ON THE BEACH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Hilton Head Island did previously adopt Chapter One (1) of Title 8 of the Municipal Code of the Town of Hilton Head Island to regulate use of the beaches; and

WHEREAS, Town Council recognizes the innate desire of children to dig holes and build sandcastles on the beach and does not desire to discourage these activities; and

WHEREAS, Town Council desires to regulate large holes dug on the beach that produce problems such as impeding sea turtle access to nesting areas, slowing emergency vehicles, and injuring those who are walking, running, and biking on the beach; and

WHEREAS, Town Council desires to amend Chapter One (1) of Title 8 of the Municipal Code of the Town of Hilton Head Island to regulate the digging of holes and the size of shovels allowed on the beach; and

WHEREAS, Town Council desires to regulate personal property left unattended or stored on the beach overnight, which is hazardous to wildlife and impedes access to the beach;

WHEREAS, Town Council desires to amend Chapter One (1) of Title 8 of the Municipal Code of the Town of Hilton Head Island to prohibit leaving unattended or storing overnight personal property on the beach; and

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL:

NOTE: Underlined and bold-face typed portions indicate additions to the Ordinance.

Section 1. Amendment. That Section 8-1-112 of the Municipal Code of the Town of Hilton Head Island, South Carolina, be and the same hereby amended as follows:

Sec. 8-1-112. – Definitions.

(13)

Personal Property shall mean but is not limited to towels, tents (including tent frames), cabanas, umbrellas and other shading devices, beach chairs and other furniture, picnic tables, tiki huts, volleyball nets, hammocks, floats, sailboards, surfboards, kites,

unpermitted boats as defined under Section 8-1-611 jet skis, sailboats, water cycles and other watercraft, beach toys, grills, nets, coolers, kayaks, general items for beach recreation, or similar items.

Section 2. Amendment. That Section 8-1-211 of the Municipal Code of the Town of Hilton Head Island, South Carolina, be and the same hereby amended as follows:

Sec. 8-1-211. – Unlawful activities enumerated.

In order to assure the public health, safety, and welfare of all individuals using the beaches within the town, it shall be unlawful for any person to do any of the following activities on the beaches within the town:

(22) Digging holes and shovels. Anyone digging a hole or creating a sand structure on the beach shall restore the sand to its natural condition before leaving the beach and no later than 30 minutes prior to sunset as stated by the National Weather Service. Shovels, except those that are made of wood and/or plastic and that are less than 30 inches in length and 6 inches in width, shall be prohibited on the beach. No persons shall dig any hole to a depth greater than 12 inches on the beach. Authorized personnel, including members of the Sea Turtle Patrol, Town employees performing work related to beach preservation, and others approved by the Town shall be exempt from the application of this section.

(23) Personal property left unattended. Any personal property referenced in Sec. 8-1-112 left unattended on the beach between the hours from sunset to sunrise as stated by the National Weather Service shall be deemed a public nuisance and the Town or authorized personnel shall dispose of them. Those who leave unattended or store personal property on the beach between the hours from sunset to sunrise do so at their own risk. The Town and authorized personnel do not assume any liability for personal property left unattended or stored on the beach between the hours from sunset to sunrise.

Section 3. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Effective Date. This Ordinance shall be effective upon its adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF _____, 2019.

THE TOWN OF HILTON HEAD
ISLAND, SOUTH CAROLINA

John J. McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

First Reading: November 5, 2019
Second Reading:

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA~CM, *Town Manager*
VIA: Shawn Colin, AICP, *Director of Community Development*
FROM: Teri B. Lewis, AICP, *Deputy Director of Community Development*
DATE: November 6, 2019
SUBJECT: Conveyance of Property to Habitat for Humanity
Proposed Ordinance #2019-28

Town Council made no changes to proposed ordinance 2019-28 as a result of their meeting on November 5, 2019.

PROPOSED ORDINANCE: 2019-____

ORDINANCE: 2019-____

AN ORDINANCE OF THE TOWN OF HILTON HEAD, SOUTH CAROLINA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S. C. CODE ANN. § 5-7-40 (SUPP. 2019), AND § 2-7-20, MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

WHEREAS, The Town of Hilton Head Island, South Carolina owns real property located off of Marshland Road known as “Alex Patterson Road,” and which is more particularly known and described as:

All that certain piece, parcel of lot of land lying and being on Hilton Head Island, South Carolina, which is shown and described as “50' Access Right of Way, N/F Town of Hilton Head Island,” on a Plat entitled “Various Parcels on Marshland Road,” prepared by Sea Island Land Survey, John R. Carter, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 12 at Page 105.

WHEREAS, Hilton Head Regional Habitat for Humanity, Inc., has commenced a housing project along Alex Patterson Road, and has requested that The Town of Hilton Head Island, South Carolina, convey a portion of Alex Patterson Road to it to facilitate the completion of its project; and,

WHEREAS, the property that Hilton Head Regional Habitat for Humanity, Inc., seeks is shown and described as “N/F Town of Hilton Head Island, 0.48 Ac., (To Be Abandoned),” on a plat prepared by Cook Land Surveying, Donald R. Cook, Jr., SCPLS No. 19010, dated September 30, 2019, attached hereto as Exhibit “A”; and,

WHEREAS, The Town Council of the Town of Hilton Head Island, South Carolina has determined that it is in the best interests of the Town of Hilton Head Island, South Carolina, to authorize the conveyance of property requested by Hilton Head Island Regional

Habitat for Humanity, Inc.; and,

WHEREAS, under the authority of S.C. Code Ann. § 5-7-40 (Supp. 2019), and § 2-7-20, *Municipal Code of the Town of Hilton Head Island* (1983), the conveyance of real property owned by the Town of Hilton Head Island must be authorized by the adoption of an ordinance by the Town Council for the Town of Hilton Head Island, South Carolina.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Execution and Delivery of Deed for Conveyance of Town Owned Property:

(a) The Mayor and Town Manager are hereby authorized to execute and deliver a deed to Hilton Head Island Regional Habitat for Humanity, Inc., conveying the Town owned property shown and described as “N/F Town of Hilton Head Island, 0.48 Ac., (To Be Abandoned),” on a plat prepared by Cook Land Surveying, Donald R. Cook, Jr., SCPLS No. 19010, dated September 30, 2019, a copy of which is attached hereto as Exhibit “A”, in a form and substance consistent with the Quit Claim Deed attached hereto as Exhibit “B”; and,

(b) The Mayor and Town Manager are hereby authorized to take all other and further actions as may be necessary to complete the conveyance described in this Ordinance.

Section 2. Severability:

If any section, phrase, sentence or portion of this Ordinance is, for any reason, held or deemed to be invalid or unconstitutional by any court of competent jurisdiction, then

such section, phrase, sentence or portion shall be deemed a separate, distinct and independent term and shall not affect the remaining portion thereof.

Section 3. Effective Date:

This Ordinance shall become effective upon its adoption by the Town Council for the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED AND ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS ____ DAY OF NOVEMBER, 2019.


THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA

By: _____
John J. McCann, Mayor

ATTEST: _____
Krista W. Wiedmeyer,
Town Clerk

First Reading: _____

Second Reading: _____

Approved as to form:  _____
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

EXHIBIT A TO ORDINANCE 2019-____

STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
 Equalized Assessment and Uniformity of Assessment Act
 Assessment Roll for the County of Beaufort
 2018-2019
 2018-2019
 2018-2019
 2018-2019

MATCH TO SHEET 1
 WATER TO SHEET 2

N/7
 THE TOWN OF HILTON HEAD ISLAND
 8410 008 004 0719 0000

LOT	LAND	ANNUAL	TAXABLE	ADDITIONAL	TOTAL
01	12.19	172.28	184.47	0.00	366.75
02	12.19	172.28	184.47	0.00	366.75
03	12.19	172.28	184.47	0.00	366.75
04	12.19	172.28	184.47	0.00	366.75
05	12.19	172.28	184.47	0.00	366.75
06	12.19	172.28	184.47	0.00	366.75
07	12.19	172.28	184.47	0.00	366.75
08	12.19	172.28	184.47	0.00	366.75
09	12.19	172.28	184.47	0.00	366.75
10	12.19	172.28	184.47	0.00	366.75
11	12.19	172.28	184.47	0.00	366.75
12	12.19	172.28	184.47	0.00	366.75
13	12.19	172.28	184.47	0.00	366.75
14	12.19	172.28	184.47	0.00	366.75
15	12.19	172.28	184.47	0.00	366.75
16	12.19	172.28	184.47	0.00	366.75
17	12.19	172.28	184.47	0.00	366.75
18	12.19	172.28	184.47	0.00	366.75
19	12.19	172.28	184.47	0.00	366.75
20	12.19	172.28	184.47	0.00	366.75
21	12.19	172.28	184.47	0.00	366.75
22	12.19	172.28	184.47	0.00	366.75
23	12.19	172.28	184.47	0.00	366.75
24	12.19	172.28	184.47	0.00	366.75
25	12.19	172.28	184.47	0.00	366.75
26	12.19	172.28	184.47	0.00	366.75
27	12.19	172.28	184.47	0.00	366.75
28	12.19	172.28	184.47	0.00	366.75
29	12.19	172.28	184.47	0.00	366.75
30	12.19	172.28	184.47	0.00	366.75
31	12.19	172.28	184.47	0.00	366.75
32	12.19	172.28	184.47	0.00	366.75
33	12.19	172.28	184.47	0.00	366.75
34	12.19	172.28	184.47	0.00	366.75
35	12.19	172.28	184.47	0.00	366.75
36	12.19	172.28	184.47	0.00	366.75
37	12.19	172.28	184.47	0.00	366.75
38	12.19	172.28	184.47	0.00	366.75
39	12.19	172.28	184.47	0.00	366.75
40	12.19	172.28	184.47	0.00	366.75
41	12.19	172.28	184.47	0.00	366.75
42	12.19	172.28	184.47	0.00	366.75
43	12.19	172.28	184.47	0.00	366.75
44	12.19	172.28	184.47	0.00	366.75
45	12.19	172.28	184.47	0.00	366.75
46	12.19	172.28	184.47	0.00	366.75
47	12.19	172.28	184.47	0.00	366.75
48	12.19	172.28	184.47	0.00	366.75
49	12.19	172.28	184.47	0.00	366.75
50	12.19	172.28	184.47	0.00	366.75
51	12.19	172.28	184.47	0.00	366.75
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57	12.19	172.28	184.47	0.00	366.75
58	12.19	172.28	184.47	0.00	366.75
59	12.19	172.28	184.47	0.00	366.75
60	12.19	172.28	184.47	0.00	366.75
61	12.19	172.28	184.47	0.00	366.75
62	12.19	172.28	184.47	0.00	366.75
63	12.19	172.28	184.47	0.00	366.75
64	12.19	172.28	184.47	0.00	366.75
65	12.19	172.28	184.47	0.00	366.75
66	12.19	172.28	184.47	0.00	366.75
67	12.19	172.28	184.47	0.00	366.75
68	12.19	172.28	184.47	0.00	366.75
69	12.19	172.28	184.47	0.00	366.75
70	12.19	172.28	184.47	0.00	366.75
71	12.19	172.28	184.47	0.00	366.75
72	12.19	172.28	184.47	0.00	366.75
73	12.19	172.28	184.47	0.00	366.75
74	12.19	172.28	184.47	0.00	366.75
75	12.19	172.28	184.47	0.00	366.75
76	12.19	172.28	184.47	0.00	366.75
77	12.19	172.28	184.47	0.00	366.75
78	12.19	172.28	184.47	0.00	366.75
79	12.19	172.28	184.47	0.00	366.75
80	12.19	172.28	184.47	0.00	366.75
81	12.19	172.28	184.47	0.00	366.75
82	12.19	172.28	184.47	0.00	366.75
83	12.19	172.28	184.47	0.00	366.75
84	12.19	172.28	184.47	0.00	366.75
85	12.19	172.28	184.47	0.00	366.75
86	12.19	172.28	184.47	0.00	366.75
87	12.19	172.28	184.47	0.00	366.75
88	12.19	172.28	184.47	0.00	366.75
89	12.19	172.28	184.47	0.00	366.75
90	12.19	172.28	184.47	0.00	366.75
91	12.19	172.28	184.47	0.00	366.75
92	12.19	172.28	184.47	0.00	366.75
93	12.19	172.28	184.47	0.00	366.75
94	12.19	172.28	184.47	0.00	366.75
95	12.19	172.28	184.47	0.00	366.75
96	12.19	172.28	184.47	0.00	366.75
97	12.19	172.28	184.47	0.00	366.75
98	12.19	172.28	184.47	0.00	366.75
99	12.19	172.28	184.47	0.00	366.75
100	12.19	172.28	184.47	0.00	366.75

N/7
 JANICE JOHNSON
 8410 008 004 0078 0000

N/7
 HORTICULTURAL SERVICES INC.
 8411 008 004 0443 0000

N/7
 CITY ELECTRIC SUPPLY CO
 8411 008 004 0434 0000

LOT 7
 N/7
 BOYD & LAUDEN
 8410 008 004 0089 0000

THE ONLY ACTIVITIES PERMITTED IN THE WETLAND BUFFER SHALL BE THOSE LISTED IN WETLAND BUFFERS AS PER THE LMO

INCREASE TABLE

TYPE	AREA	EST. VAL.
LOT	0.12 AC	4.16 AC
OPEN SPACE	2.84 AC	2.84 AC
ROAD RIGHT	0.40 AC	0.40 AC
TOWN OF HILTON HEAD ISLAND PROPERTY TO BE REASSIGNED		
TOTAL		7.40 AC



VICINITY MAP NOT TO SCALE

LOCUS
 CWP CONCRETE HIGHWAY TOLING
 OFP IRON POTS FOUND
 B.L.L. BUILDING SETBACK LINE
 ADDRESS

REFERENCES
 1. PLAT 808 04, PAGE 10
 2. PLAT 808 04, PAGE 10

- NOTES
1. THIS LOT APPEARS TO BE IN FLOOD ZONE A7(14). PER FIRM PANEL NO. 8-20, COMMUNITY NO. 30020, DATED 5/25/08, BASED ON BEAUFORT COUNTY GIS MAPPING.
 2. THE PROPERTY IDENTIFICATION NUMBERS ARE 8310 FOR CWP 008 0000 & 8310 FOR 008 0000.
 3. ALL COORDINATES BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM AND BASED ON NAD 83.
 4. THIS PLAT CONTAINS 15 LOTS.
 5. IMPROVEMENTS HAVE NOT BEEN SHOWN. ANYTHING OUTSIDE THE BOUNDARIES OF THE SUBDIVISION ARE FOR REFERENCE ONLY.
 6. THIS PLAT REPRESENTS A SURVEY BASED ON THE LATEST RECORDS ONLY.
 7. COOK LAND SURVEYING, INC. MAKES NO WARRANTY OR GUARANTEE AS TO THE LOCATION, EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES, METLANDS, EASEMENTS OR OTHER TITLE MATTERS. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
 8. THIS PROPERTY LIES EITHER PARTIALLY OR WHOLLY WITHIN THE HILTON HEAD ISLAND AIRPORT OVERLAP DISTRICT AND IS SUBJECT TO NOISE THAT MAY BE DETERMINABLE.
 9. THE ONLY ACTIVITIES PERMITTED IN THE EXTERIOR SUBDIVISION BUFFER AS LISTED IN THIS PLAT SHALL BE THOSE LISTED IN PERMITTED ACTIVITIES IN OTHER BUFFER AREAS AS PER THE LMO.



THIS INSTRUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF COOK LAND SURVEYING AND REPRODUCTION OF THIS DOCUMENT WITHOUT THE PERMISSION OF COOK LAND SURVEYING IS PROHIBITED. ANY ALLEGATIONS TO THIS DOCUMENT ARE PROHIBITED.

A PLAT OF
THE GLEN
 ALEX PATTERSON ROAD
 PHASE 2A
 TOWN OF HILTON HEAD ISLAND, BEAUFORT COUNTY,
 SOUTH CAROLINA
 PREPARED FOR:
**HILTON HEAD REGIONAL
 HABITAT FOR HUMANITY**



PROJECT NO: 13030005
 DRAWN BY: JMC PROJECT NAME: 13030005
 DATE: 08/21/19 FILE: 13030005.dwg
 SCALE: 1" = 30' PLOT: 13030005.dwg (2019.08.21)
 SHEET 2 OF 2

THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

DATE: 02/28/2018
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT NO.: 12030005

MATCH TO SHEET 1
 MATCH TO SHEET 2



THE GLEN
 A PLACE OF
 ALEX PATTERSON ROAD
 PHASE 2A

TOWN OF HILTON HEAD ISLAND, BEAUFORT COUNTY,
 SOUTH CAROLINA

PREPARED FOR:
**HILTON HEAD REGIONAL
 HABITAT FOR HUMANITY**

COOK
 Land Surveying
 2110 Highway 17, Suite 100, Hilton Head Island, SC 29928
 Phone: 843.785.1111

PROJECT NO.: 12030005
 SHEET 1 OF 2

NOT TO SCALE

VICINITY MAP

LEGEND

- 1. LOT 40
- 2. LOT 41
- 3. LOT 42
- 4. LOT 43
- 5. LOT 44
- 6. LOT 45
- 7. LOT 46
- 8. LOT 47
- 9. LOT 48
- 10. LOT 49

NOTES

1. THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.
2. THE PROPERTY SURVEYOR, HILTON HEAD REGIONAL HABITAT FOR HUMANITY, HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE SURVEY.
3. ALL DIMENSIONS ARE IN FEET AND INCHES.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE SURVEY.
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE SURVEY.
6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE SURVEY.
7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE SURVEY.
8. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE SURVEY.
9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE SURVEY.
10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBVIOUS OBSTRUCTIONS TO THE SURVEY.

EXHIBIT B TO ORDINANCE 2019-____

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) QUIT CLAIM DEED

Know all men by these presents, that The Town of Hilton Head Island, South Carolina, in the State aforesaid and in consideration of the sum of One and no/100 (\$1.00) Dollar and no other valuable consideration, paid to it at and before the sealing of these presents by Hilton Head Regional Habitat for Humanity, Inc., Post Office Box 2747, Bluffton, SC, 29910, in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release, and forever quit-claim unto Hilton Head Regional Habitat for Humanity, Inc., its successors and assigns, forever, all of its right, title and interest in and to the following property:

All that certain piece, parcel or lot of land, lying and being on Hilton Head Island, Beaufort County, South Carolina, and which is shown and described as "N/F Town of Hilton Head Island, 0.48 Ac., (To Be Abandoned)," on a plat prepared by Cook Land Surveying, Donald R. Cook, Jr., SCPLS No. 19010, dated September 30, 2019, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book ____ at Pages ____ and _____. The property is more particularly described on the Plat as follows:

Beginning at a point that is the intersection of a line designated as "S 61° 32' 0" W" and a line designated as "N 20° 47' 45" W"; thence N 20° 47' 45" W for a distance of 422.09 feet to a point; thence N 80° 00' 24" E for a distance of 50.09 feet to a point; thence N 20° 47' 45" W for a

distance of 405.83 feet to a point; thence S 61° 32' 30" W for a distance of 50.46 feet to a point which is the point of beginning.

This being a part of the same property conveyed to The Town of Hilton Head Island, South Carolina, by deeds recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Record Book 1273 at Page 1809, and in in Official Record Book 3795 at Page 2939.

This Quit Claim Deed was prepared in the law office of Coltrane & Wilkins, LLC, Post Office Box 6808, Hilton Head Island, South Carolina, 29938, by Curtis L. Coltrane.

A part of: R510 008 000 0496 0000

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Hilton Head Regional Habitat for Humanity, Inc., its successors and assigns, forever.

WITNESS the hand and seal of the dully authorized Mayor and Town Manager of The Town of Hilton Head Island, South Carolina, on this ____ day of November, 2019.

WITNESSES:

THE TOWN OF HILTON HEAD ISLAND,
SOUTH CAROLINA,

By: _____

John J. McCann

Its: _____

Mayor

Attest: _____

Stephen G. Riley

Its: _____

Town Manager

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

)
)
)

UNIFORM ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that The Town of Hilton Head Island, South Carolina, by and through its duly authorized Mayor and Town Manager appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of November, 2019.

Notary Public for South Carolina
My Commission Expires

MEMORANDUM

TO: Town Council

FROM: Joshua A. Gruber, Assistant Town Manager

RE: Second Reading of Proposed Ordinance Number 2019-29/Granting Palmetto Electric Cooperative, Inc. a non-exclusive Franchise to Use the Public Rights-of-Way within the Town of Hilton Head Island for the Purpose of Erecting, Constructing, Maintaining, and Operating Electrical Services and Facilities

DATE: November 8, 2019

No changes were made to Proposed Ordinance #2019-29 as a result of First Reading on November 5, 2019.

AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND

ORDINANCE NO. 2019-

PROPOSED ORDINANCE NO. 2019-29

AN ORDINANCE GRANTING PALMETTO ELECTRIC COOPERATIVE, INC. A NON-EXCLUSIVE FRANCHISE TO USE THE PUBLIC RIGHTS-OF-WAY WITHIN THE TOWN OF HILTON HEAD ISLAND FOR THE PURPOSE OF ERECTING, CONSTRUCTING, MAINTAINING, AND OPERATING ELECTRICAL SERVICES AND FACILITIES THEREON AND THEREUNDER; AND, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 5-7-30 of the Code of Laws of South Carolina 1976 (Annotated), as amended, provided that the municipal government within the State of South Carolina may “grant franchises for the use of public streets and make charges for them”; and

WHEREAS, Section 2-7-20 of the Code of the Town of Hilton Head Island, South Carolina provides that Town Council shall grant, renew or extend franchises, licenses or rights in public streets or property by ordinance; and

WHEREAS, the Town Council for The Town Of Hilton Head Island, South Carolina, has determined that it is in the best interests of the Town and its citizens and residents to grant a non-exclusive franchise to use the public rights-of-way for the provision of electric service to the corporate area of the Town of Hilton Head Island; and

WHEREAS, the Town Council does wish to grant Palmetto Electric Cooperative, Inc., whose offices are located at 1 Cooperative Way, Hardeeville, SC 29927, a non-exclusive franchise to use the public rights-of-way for the provision of electric service to the corporate area of the Town of Hilton Head Island.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SC; AND IT IS ORDAINED BY SAID AUTHORITY OF COUNCIL:

Section 1. Grant of Non-Exclusive Franchise to Palmetto Electric Co-Operative.

A non-exclusive franchise is granted to Palmetto Electric Cooperative, Inc., to use the public rights-of-way for the purpose of providing electric service to the corporate area of the Town for the purpose of erecting, constructing, maintaining, and operating facilities thereon and there under the terms of the “Franchise Agreement” that it attached hereto and incorporated herein as Exhibit “A.”

Section 2. Execution and Delivery of Franchise Agreement.

The Mayor and Town Manager are hereby authorized to execute and deliver the “Franchise Agreement” that it attached hereto and incorporated herein as Exhibit “A.”

Section 3. Severability. If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Effective Date. This Ordinance shall be effective upon adoption by the Town Council of the Town of Hilton Head Island, South Carolina.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS ____ DAY OF DECEMBER, 2019.

John J. McCann, Mayor

ATTEST:

Krista Wiedmeyer, Town Clerk

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member:

SECTION 4. No franchise fee will be levied on electricity used and paid for by the Town.

The Town agrees to exempt Palmetto from payment of any business license fee for the delivery of electricity and energy. Any other non-energy related products or businesses and other revenue accruing to Palmetto in the Town will be subject to further Town-approved fees and/or business license fee assessed to these types of non-energy related products or businesses.

SECTION 5. This grant, without in any way limiting its generality, shall include full rights, powers, privileges, easements, licenses, and franchises to do any or all of the following acts:

(a) To place, construct, maintain, repair, and alter poles, lamps, wires and wiring, guys, pipes, conduits, meters, transformers, and all other necessary, usual, convenient or incidental fixtures, machinery or equipment in, upon, along, across, under and over all present or future highways, roads, streets, avenues, boulevards, alleys, lanes, courts, driveways, traveled places, squares, parks, and public places of every character and description within the present or future corporate limits of the Town; and to extend, alter, repair, remove, and relocate the same from time to time as in the judgement of Palmetto as may be necessary, convenient, or expedient for the purpose of furnishing electricity within or without the Town, but all use of the public places shall be conducted with due regard for the primary public purpose of those places. Palmetto expressly agrees that it will not place facilities without written permission of the Town in, over, upon, under or across those strips of land owned by the Town which are located between the high water mark of the Atlantic Ocean and the oceanfront property line of privately owned property.

(b) At its own expense, to make such temporary or permanent excavations in, upon, along, across, under or over any of the public parts of Town, as mentioned in SECTION 5 (a) hereof, as in the judgment of Palmetto as may be necessary, desirable, convenient, or expedient for the due prosecution of its business; provided, that upon the completion of any such work, Palmetto shall repair all injury and damage done by it at its own expense; provided further, that nothing herein contained shall be construed

to authorize Palmetto to close permanently to traffic any street or other traveled place in the Town, or any of the public places specified in SECTION 5 (a) hereinabove; and, provided further, that all such work will be completed with reasonable dispatch and in accordance with sound engineering and safety practices. The surface of any street, alley, highway, or public place disturbed by Palmetto in building, constructing, renewing, or maintaining its system shall be restored within a reasonable time after the completion of the work to the same good order and condition as when said work commenced, and the restoration of the roadway shall be accomplished to the satisfaction of the Town, or of any Town official to whom such duties have been or may be delegated. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

(c) The right, license, privilege, and permission is hereby granted to Palmetto to cut and trim trees upon and over-hanging the streets, alleys, sidewalks, and public places of the Town so as to prevent any aspect of such trees from coming in contact with the wires, cables or equipment of Palmetto.

SECTION 6. Palmetto shall at all times be subject to the Town's ordinances, including all zoning ordinances, now in existence or which may be hereafter passed.

SECTION 7. To the extent permitted by law, Palmetto shall indemnify and hold the Town harmless from and against any and all claims, losses, damages, expenses and/or injuries (including judgments, decrees, attorneys' fees, and court costs) occasioned to or sustained by any persons, firms, or corporations, or their property, by reason of the existence, maintenance, operation, or continuance of this Agreement and the exercise of all rights herein contracted for, except as herein otherwise provided. Further, to the extent permitted by law, Town shall indemnify Palmetto for any and all damages caused by Town or its bike path invitees to Palmetto's electric service facilities where the Town's bike paths are in right of way used by Palmetto to maintain its facilities.

SECTION 8. In the event that Palmetto shall default in the observance or performance of any one or more of the agreements, duties, or obligations imposed upon it by any of the provisions or conditions of this Agreement, and if any such default or defaults shall continue for a period of six months (exclusive of all times during which Palmetto may be delayed or interfered with, without its connivance, by unavoidable accidents, act of God, or the public enemy, labor strikes, or the orders or judgments of any commission or court entered in any suit or proceeding brought without its connivance) after written notice thereof to Palmetto from the Town, stating the alleged default on the part of Palmetto, then and in each and every such case the Town, in addition to all other rights and remedies allowed by law, shall be entitled to terminate the grant made to Palmetto in and by this Agreement and all rights and privileges of Palmetto under this Agreement shall thereupon be at an end.

In the event that any commission, board, or regulatory body having jurisdiction over this Agreement, or any court of competent jurisdiction, shall, by any final judgment, decree, order, or finding enjoin, prohibit, or adjudge unlawful, the payments and/or obligations required under the provisions of this Agreement, and Palmetto, pursuant thereto, shall cease to make said payments and/or perform said obligations, or shall notify the Town in writing of its intention so to do, then and thereupon the Town or Palmetto, in addition to all other rights and remedies allowed by law, shall have the right, upon the giving of thirty days' written notice to the other of said parties, to terminate the grant made to Palmetto in and by this Agreement and thereupon all rights, privileges, agreements and/or obligations of the Town to Palmetto, and of Palmetto to the Town, arising under this Agreement and its acceptance by Palmetto shall be at an end.

SECTION 9. Palmetto and the Town agree that in the event that any part of this Agreement comes into dispute, prevailing statutory and case law at the time this Agreement was executed by both parties will govern.

SECTION 10. Nothing contained in the Agreement shall be construed to imply or infer that Palmetto waives, relinquishes, gives up, or diminishes any right, privilege, territory, or other entitlement it enjoys under any federal or state statute, case law or regulatory.

SECTION 11. This Agreement shall take effect on the enactment date of proposed ordinance 2019-29 and all the rights, powers, privileges, easements, licenses and franchises herein conferred and granted shall be non-exclusive and shall be for a term of twenty-five (25) years from the effective date hereof and continuing thereafter in twenty-five (25) year terms unless cancelled by written notice by either party not less than one (1) year prior to the expiration date of the initial term or any extension thereof.

SECTION 12. This Franchise Agreement is not severable in part or less than the whole by transfer to successors or assigns of Palmetto; no sale or transfer of the Franchise as allowed hereunder shall be effective until the vendee, assignee, or lessee has filed in the office of the Town Clerk an instrument, duly executed, reciting the fact of such sale, assignment, or lease accepting the terms of this Franchise and agreeing to perform all the conditions thereof.

SECTION 13. A signed, certified and sealed copy of this Agreement shall be delivered to Palmetto and shall constitute a valid and binding Franchise Agreement between the Town of Hilton Head Island, South Carolina and Palmetto Electric Cooperative, Inc., its successors and assigns.

ACCEPTED:

ATTEST:

TOWN OF HILTON HEAD ISLAND

Krista Wiedmeyer
Town Clerk

John J. McCann
Mayor

Date

ATTEST:

PALMETTO ELECTRIC COOPERATIVE, INC.

Secretary

A. Berl Davis, Jr.
ITS: President and Chief Executive Officer

Date

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA TO ENCOURAGE AND SUPPORT AMENDING THE SOUTH CAROLINA CODE OF LAWS, TITLE 56, MOTOR VEHICLES, CHAPTER 5, UNIFORM ACT ON REGULATING TRAFFIC ON HIGHWAYS TO REQUIRE HANDS-FREE USE OF WIRELESS OR OTHER COMMUNICATION DEVICES BY THOSE OPERATING MOTOR VEHICLES

WHEREAS, The National Highway Traffic Safety Administration (NHTSA) reports that over 3,000 people are killed annually as a result of Distracted Driving; and

WHEREAS, §56-5-3890 of the South Carolina Code of Laws is limited to prohibiting texting and driving only; and

WHEREAS, §56-5-3890(G) of the South Carolina Code of Laws preempts local ordinances, regulations, and resolutions adopted by municipalities, counties, and other local government entities regarding persons using wireless or any other communication devices while operating motor vehicles on the public streets and highways of the State; and

WHEREAS, the South Carolina Constitution mandates uniformity for General Assembly regulated activity across the state, thus precluding municipalities, counties and other local governments from enacting laws further defining and prohibiting Distracted Driving in forms beyond texting and driving; and

WHEREAS, it is the will of the Town Council of the Town of Hilton Head Island, South Carolina to promote safe driving and to take reasonable measures to prevent Distracted Driving; and

WHEREAS, it is the conviction of the Town Council of the Town of Hilton Head Island that the South Carolina Code of Laws should be amended to require hands-free operation of any wireless or any other communications device by any person operating a motor vehicle in order to promote safe operation of motor vehicles in South Carolina.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Hilton Head Island strongly encourages and offers its support to members of the South Carolina General Assembly to introduce amendments to the South Carolina Uniform Act Regulating Traffic on Highways which will require hands-free use of wireless or any other communication device by any person operating a motor vehicle in South Carolina; that this Resolution will be provided to members of the Beaufort County Legislative Delegation; and that the Town Council of the Town of Hilton Head Island will assist the Delegation in every way possible to formulate such amendments and ensure they receive consideration by the South Carolina General Assembly.

PASSED AND ADOPTED by the Town Council of the Town of Hilton Head Island, South Carolina on this ____ day of **November, 2019**.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

Curtis L. Coltrane, Town Attorney

Introduced by Council Member _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF A WAIVER OF RIGHT OF FIRST REFUSAL AND MODIFICATION OF RESTRICTIVE COVENANTS RELATED TO 0.193 ACRES OF REAL PROPERTY LOCATED NEAR GARDNER DRIVE ON HILTON HEAD ISLAND, SOUTH CAROLINA

WHEREAS, By a Deed recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, on June 16, 2009, in Official Record Book 2857 at Page 956, the Town of Hilton Head Island conveyed the below described real property to the Hilton Head Christian Academy:

All that certain piece, parcel or lot of land situate, lying and being in The Town of Hilton Head Island, Beaufort County, South Carolina, which is designated as "0.193 Acres to be Conveyed to the "Hilton Head Christian Academy," shown and described on a Plat prepared by Terry G. Hatchell, SCRLS 11059, entitled "Boundary Reconfiguration Plat of 0.193 Acres, Gardner Drive, to be Conveyed to Hilton Head Christian Academy, Subdivided from Tax Parcel #R510-008-000-101B-0000 Lands of The Town of Hilton Head Island," which Plat is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 128 at Page 79;

and,

WHEREAS, the Deed recorded in Official Record Book 2857 at Page 956 reserved to The Town of Hilton Head Island, South Carolina, a "Right of First Refusal," on the terms and conditions described in the Deed; and,

WHEREAS, the Deed recorded in Official Record Book 2857 at Page 956, included restrictions on the use of the property prohibiting development of it,, and limiting the use of the property to open space and buffer, and other things, all as are set forth in the Deed; and,

WHEREAS, Hilton Head Christian Academy has contracted to sell all of its property on Gardner Drive on Hilton Head Island, South Carolina, to "AB PR QOZB II Property,

LLC,” including the 0.193 Acres described in the Deed recorded in Official Record Book 2857 at Page 956; and,

WHEREAS, the Hilton Head Christian Academy and AB PR QOZB II Property, LLC, have requested that:

1. The Town of Hilton Head Island, South Carolina, waive its right of first refusal set out in the Deed recorded in Official Record Book 2857 at Page 956; and,
2. The Town of Hilton Head Island, South Carolina, modify the restrictive covenants set out in the Deed recorded in Official Record Book 2857 at Page 956 to permit the construction of fences and storm-water infrastructure;

and,

WHEREAS, the Town Council for The Town of Hilton Head Island, South Carolina, had determined that it is in the best interests of the Town to grant the requests.

NOW THEREFORE, BE IT RESOLVED AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:

1. The Mayor and Town Manager are hereby authorized to execute and deliver the “Waiver of Right of Repurchase and Modification of Restrictive Covenants,” in a form and substance similar to the document attached hereto as Exhibit “A.”

**MOVED, APPROVED AND ADOPTED BY THE TOWN COUNCIL THIS
____ DAY OF NOVEMBER, 2019.**

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:



Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

**EXHIBIT "A" TO RESOLUTION AUTHORIZING EXECUTION OF A WAIVER OF
RIGHT OF FIRST REFUSAL AND MODIFICATION OF RESTRICTIVE COVENANTS**

2. Restrictive Covenant “A” set forth in the Town Deed providing that the Property “may not be developed in any way and can only be used as buffer/open space” is hereby modified to allow the installation of fences, storm-water and utility facilities infrastructure and such Restrictive Covenant shall hereinafter provide as follows:

“A. Except for the installation in accordance with applicable Town ordinances of fences, storm-water and utility infrastructure, the Property may not be developed in any way and can only be used as buffer/open space; and”

3. Except as expressly set forth in this document, the ROFR and restrictive covenants set forth in the Town Deed remain in full force and effect according to their terms.

[Signature Page Follows]

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO PROVIDE WORKFORCE HOUSING, CONVERSION RESTRICTION AND SHORT TERM RENTAL RESTRICTION RELATED TO REAL PROPERTY LOCATED ON GARDNER DRIVE ON HILTON HEAD ISLAND, SOUTH CAROLINA

WHEREAS, AB PR QOZB II Property, LLC, has contracted to acquire a parcel of land in The Town of Hilton Head Island, South Carolina, consisting of 13.83 acres located on Gardner Drive, Hilton Head Island, South Carolina; and,

WHEREAS, AB PR QOZB II Property, LLC, intends to build a 260 unit multi-family apartment complex to be leased to members of the general public on the property; and,

WHEREAS, AB PR QOZB II Property, LLC, The Town of Hilton Head Island, South Carolina, AB PR QOZB II Property, LLC, has agreed to dedicate five (5%) of the 260 apartments to “Workforce Housing” to be leased to “Qualified Households” as the same are described in a proposed “Agreement to Provide Workforce Housing, Conversion Restriction and Short Term Rental Restriction” a copy of which is attached hereto as Exhibit “A”; and,

WHEREAS, AB PR QOZB II Property, LLC, has agreed to prohibit rentals of any of the 260 apartments for a period of less than One Hundred Eighty (180) Days for a period of Ten (10) Years from the date the Certificate of Occupancy for the 260 apartments is issued as set forth in the proposed “Agreement to Provide Workforce Housing, Conversion Restriction and Short Term Rental Restriction,” a copy of which is attached hereto as Exhibit “A”; and,

WHEREAS, AB PR QOZB II Property, LLC, has agreed to prohibit conversion of the 260 apartments to condominium or any other form of Fee Simple Ownership for a period of Twenty (20) Years from the date the Certificate of Occupancy for the 260 apartments is

issued the proposed “Agreement to Provide Workforce Housing, Conversion Restriction and Short Term Rental Restriction,” a copy of which is attached hereto as Exhibit “A”;

WHEREAS, the Town Council for The Town of Hilton Head Island, South Carolina, had determined that it is in the best interests of the Town to enter into an agreement with AB PR QOZB II Property, LLC, to provide for workforce housing, restriction on conversion to fee simple ownership, and short term rental restrictions in connection with the project described above.

NOW THEREFORE, BE IT RESOLVED AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA:

1. The Mayor and Town Manager are hereby authorized to execute and deliver the “Agreement to Provide Workforce Housing, Conversion Restriction and Short Term Rental Restriction,” in a form and substance similar to the document attached hereto as Exhibit “A.”

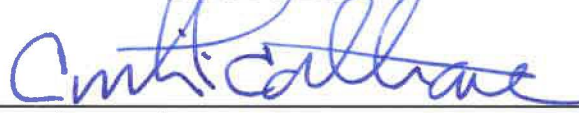
MOVED, APPROVED AND ADOPTED BY THE TOWN COUNCIL THIS ____ DAY
OF NOVEMBER, 2019.

John J. McCann, Mayor

ATTEST:

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:



Curtis L. Coltrane, Town Attorney

Introduced by Council Member: _____

**EXHIBIT "A" TO RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
RELATED TO WORKFORCE HOUSING, CONVERSION RESTRICTIONS AND SHORT
TERM RENTAL RESTRICTION**

1. The following definitions shall apply to this Agreement:

a. **“Area Median Income”** shall mean and have reference to the median family income, based upon applicable family size of a Qualified Household for Beaufort County as most recently published by the United States Department of Housing and Urban Development (hereinafter **“HUD”**). In the event HUD shall no longer compile and publish Area Median Income, the most similar information compiled and published by HUD, or any other branch or department of the federal government or the State of South Carolina, or the County of Beaufort, shall be used for the purpose of determining Area Median Income.

b. **“Beaufort County”** shall mean and refer to the County of Beaufort in the State of South Carolina.

c. **“Fair Market Rent”** applicable to each rental Workforce Housing Unit shall mean and have reference to the schedule of Fair Market Rents for Beaufort County as published annually by HUD.

d. **“Household Income”** shall mean and refer to all sources of financial support, both cash and in kind, of all adult members of a household, including, without limitation, wages, salaries, tips and commissions, all forms of self-employment income, interest, dividends, net rental income, income from estates or trusts, social security benefits, railroad retirement benefits, supplemental security income, aid to families with dependent children or other public assistance welfare programs, other sources of income regularly received including veterans’ (VA) payments, unemployment compensation, child support and alimony, awards, prizes, lottery income, government or institutional or eleemosynary loans, grants or subsidies, and contributions made by family or others for medical, financial, personal or educational needs.

e. **“Qualified Household”** for rental units shall mean and refer to those households whose occupants have, in the aggregate, a Household Income that does not exceed one hundred twenty percent (120%) of the Area Median Income as published annually by HUD as of the date of the lease.

f. **“Short Term Rental”** shall mean and refer to rental of a housing unit constructed on the Property for a period of less than one hundred eighty days (180).

g. **“Rental Workforce Housing Units”** shall mean and refer to those thirteen (13) residential units, comprised of a mix of studio, one bedroom, two bedroom, and three bedroom residential units in the same ratio as contained in the Project (the **“Housing Unit Mix”**) which shall be made available for lease only by and to Qualified Households.

h. **“Town”** shall mean and refer to the Town of Hilton Head Island, duly organized and existing under the laws of the State of South Carolina.

2. Rental Workforce Housing Units. The Owner agrees to construct, or cause to be constructed, and to provide at all times during the Term, a minimum of five percent (5%) Rental Workforce Housing Units comprised of the Housing Unit Mix. The Rental Workforce Housing

Units shall be rented by the Owner to only Qualified Households at Fair Market Rent. The Owner shall be required, upon request, to submit to the designated representative of the Town of Hilton Head Island, or its successor or designee, verified income reports of household income of all occupants of the Rental Workforce Housing Units at the inception of each tenancy and the rent charged for each such unit, and to update such information on a yearly basis thereafter as requested by the Town of Hilton Head Island.

3. Location. The Rental Workforce Housing Units shall be integrated within the residential areas of the Project and will be of similar architecture, design and quality as all other residential units within the Project.

4. Right to Inspect. Upon two (2) business days' notice, the Town and its authorized agents shall have the right to enter and the Property to inspect and take actions reasonably necessary to verify compliance with the terms of this Agreement.

5. Short Term Rental Restriction. For a period of ten (10) years from the date that any certificate of occupancy is issued for the Project, Short Term Rental of any housing unit constructed on the Property is prohibited.

6. Conversion. For a period of twenty (20) years from the date that any certificate of occupancy is issued for the Project, conversion of any housing unit constructed on the Property to fee simple ownership pursuant to a master deed or other means is prohibited.

7. Enforcement. The Owner acknowledges and otherwise grants to the Town the right to enforce this Agreement in a judicial action against any person or entity violating or attempting to violate this Agreement. Should the Town prevail in any such enforcement action, it shall be entitled to costs of enforcement, including reasonable attorney's fees.

8. Notice. During the Term, all deeds, plats, or any other legal instruments used to convey any interest in the Property, except any mortgage or financing document relating to the Property, shall include the following (failure to comply with this paragraph does not impair the validity or enforceability of the terms of this Agreement):

NOTICE: This Property is conveyed subject to Agreement to Provide Workforce Housing, recorded in the Register of Deeds Office for Beaufort County in Book _____, Page _____.

9. Binding Effect. Should any separate part of this Agreement be held contrary to law, the remainder shall continue in full force and effect.

10. Applicable Law. This Agreement shall be subject to and enforceable under the laws of South Carolina.

11. No Waiver. No failure to exercise and no delay in exercising any right, power or privilege under this Agreement will operate as waiver thereof, nor will any single or partial exercise of any right, power or privilege under this Agreement preclude any further exercise of the same or any other right, power or privilege hereunder.

12. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by both parties and recorded in the Office of the Register of Deeds for Beaufort County.

[Signatures on following pages]

Exhibit "A"



TOWN OF HILTON HEAD ISLAND

Community Development Department

TO: Stephen G. Riley, ICMA-CM, *Town Manager*
VIA: Shawn Colin, AICP, *Director of Community Development*
VIA: Jennifer Ray, ASLA *Deputy Director of Community Development*
FROM: Sheryse DuBose, PhD, *Historic Neighborhoods Preservation Administrator*
DATE: November 5, 2019
SUBJECT: Gullah Geechee Culture Preservation Project Top Priority Recommendations Framework

Recommendation: The Gullah Geechee Land and Cultural Preservation Task Force (Task Force) recommends that Town Council approve the Gullah Geechee Preservation Project Report Top Priority Recommendations Framework (Framework).

The Task Force met on November 4, 2019 to discuss the Framework and voted 7-0-0 to forward the Framework to Town Council for approval.

Town Council met on September 17, 2019 to review the Gullah Geechee Culture Preservation Project Report (Report). Town Council voted 7-0-0 to approve the Report recommendations, and directed Staff and the Task Force to draft a work plan that establishes the order of high priority projects and outlines project goals, resources, and a timeline for implementation to be discussed no later than the Town Council workshop in December.

The Public Planning Committee met on August 19, 2019 to hear the Report recommendations, including Staff approach. The Public Planning Committee voted 5-0-0 to forward the recommendations to Town Council for approval.

The Planning Commission met on May 15, 2019 to review the Report recommendations and the response to the recommendations from the Task Force. The Planning Commission voted 5-0-0 to accept the Report as amended, with the recommendation to forward the Report to Town Council for acceptance and allocate \$105,000 in funding for project implementation.

The Task Force met on April 22, 2019 to discuss the Report. The Task Force voted 7-0-1 to accept the Report and forward it to Town Council for acceptance. The Task Force met again May 7, 2019 and voted 6-0-0 to submit their response to the Report recommendations, along with prioritization of the recommendations and a request to allocate \$105,000 in funding for project implementation, to Town Council for approval.

Subject: Gullah Geechee Culture Preservation Project Top Priority Recommendations Framework

Date: November 5, 2019

Page 2

Summary: The Task Force worked with The Walker Collaborative (TWC) consulting firm to draft the Report, which contains recommendations for implementation that involve the Gullah Geechee community on Hilton Head Island. The recommendations fell under the three categories of Cultural Preservation, Public Policy, and Heirs' Property.

Approval of the Framework will allow Staff to move forward with implementing the top priority recommendations, which will work towards preserving the historic Gullah Geechee communities that are still present on Hilton Head Island.

Per the direction of the Public Planning Committee, Staff worked with the Task Force to identify the top priorities out of the 34 recommendations included in the Report. With further directive from Town Council, Staff and the Task Force drafted the Top Priority Recommendations Framework (See Exhibit A) that establishes the order of projects, outlines strategies, identifies resources, and establishes an estimated timeline for implementation.

Background: In July 2018, the Town issued a Request for Proposal (RFP), selecting TWC to work with the Task Force to draft recommendations for implementation. The main topics of focus, per the RFP, included cultural awareness, Heirs' Property, land use, economics and sustainability, education that is specific to the community, and other concerns.

Beginning in September 2018, the Task Force meetings, facilitated by TWC, consisted of stakeholder meetings and community workshops. The comprehensive engagement activities resulted in 34 recommendations under the major headings of Cultural Preservation, Public Policy, and Heirs' Property. On April 22, 2019, the Task Force reviewed the recommendations from the consultant team and accepted the Report as amended. On May 7, 2019, the Task Force recommended forwarding the Report to Town Council for acceptance along with a request for \$105,000 in funding for implementation. On August 19, 2019, the Public Planning Committee voted to forward the Report for acceptance from Town Council, with a request for top priority recommendations, a work plan, identification of resources, and a timeline for completed projects. On September 17, 2019, Town Council voted to accept the Report with the high priority recommendations and directed Staff and the Task Force to prepare a work plan to be reviewed prior to the Town Council Workshop in December. On November 4, 2019, the Task Force recommended forwarding the Top Priority Recommendations Framework to Town Council for approval.

Exhibit A – Gullah Geechee Preservation Project Report Top Priority Recommendations Framework

Gullah Geechee Culture Preservation Project Report Recommendations
 Top Priority Recommendations Framework
 October 2019

Recommendations	Strategies	Resources			Timeline	
		Departments/Organizations	Funding Sources	Funding Amount	Estimated Start	Project Duration
PP-4 Designate Historic Gullah Neighborhoods Conservation Overlay District	Consider creating a Historic Gullah Neighborhoods Conservation Overlay District to address issues in the LMO that impact properties in terms of zoning, buffers, setbacks, and density. Will require testing of design standards.	<ul style="list-style-type: none"> • Community Development Department (Historic Neighborhoods Preservation Administrator – Project Lead) • Public Projects and Facilities Department 	N/A	N/A	Year 1, First Quarter	+/- 9 to 12 Months
PP-6 Provide greater flexibility for ROWs and drainage easements	Continue the process to amend LMO requirements to maintain current lot density when establishing ROW to place additional homes on lots as part of the Dirt Road Paving Program in conjunction with PP-4.	<ul style="list-style-type: none"> • Community Development Department (Historic Neighborhoods Preservation Administrator – Project Lead) • Public Projects and Facilities Department • Fire Rescue Department 	N/A	N/A	Year 1, First Quarter	+/- 9 to 12 Months
PP-2 “Fast Track” Development Review Process	Evaluate moving complete applications for development review within the established Historic Gullah Neighborhoods Conservation Overlay District to the front of the line, reducing the time and cost associated with development as part of PP-4.	<ul style="list-style-type: none"> • Community Development Department (Historic Neighborhoods Preservation Administrator – Project Lead) • Public Projects and Facilities Department • Palmetto Electric • Water and Sewer 	N/A	N/A	Year 1, First Quarter	+/- 9 to 12 Months
PP-5 Add Family Compound Provisions to Land Management Ordinance	Evaluate implementation of a Family Compound within the identified Historic Gullah Neighborhoods Conservation Overlay district as part of PP-4.	<ul style="list-style-type: none"> • Community Development Department (Historic Neighborhoods Preservation Administrator – Project Lead) • Public Projects and Facilities Department 	N/A	N/A	Year 1, First Quarter	+/- 9 to 12 Months

Notes: Updates to be provided quarterly
 Timeline is tentative and subject to change
 Year 1 (2020)
 Year 2 (2021)
 Year 3 (2022)

Recommendations	Strategies	Resources			Timeline	
		Departments/Organizations	Funding Sources	Funding Amount	Estimated Start	Project Duration
CP-17 Recognize Gullah Churches to be Source of Leadership and Communication	Coordinate with local Gullah churches to establish a communication strategy to gather information, assess needs, and disseminate information.	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator Church Leadership Church Parishioners 	N/A	N/A	Year 1, First Quarter	Ongoing
CP-14 Establish Open-Air Market for Gullah Products	Establish an open air market as a pilot program that will work to promote Gullah culture and create economic development opportunities for participants. Create and accept applications for potential vendors, provide vendor space, and promote the market on the Town website and social media as well as other media outlets.	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator Native Island Business and Community Affairs Association (NIBCAA) Office of Cultural Affairs (OCA) 	N/A	N/A	Year 1, First Quarter	Ongoing
CP-7 Program to educate Town officials, teachers, and others on Gullah history and culture	Establish a historical and cultural training program for new hires and newly elected positions within the Town of Hilton Head Island. Training may include videos, lectures, and tours to provide education on Gullah culture.	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator Town of Hilton Head Human Resources Department Gullah Museum Penn Center Historic Mitchelville Freedom Park Gullah Geechee Cultural Heritage Corridor Commission Hilton Head Island Historians Office of Cultural Affairs South Carolina State Department of Education Other education resources 	Town of Hilton Head Island	+/- \$600	Year 1, Second Quarter	Ongoing
HP-4 NIBCAA to work with the Community Foundation of the Low Country (CFL) to create a fund to clear property titles	Evaluate the possibility of creating a fund through the CFL for the purpose of assisting members of the community with the cost to clear title.	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator NIBCAA CFL 	<ul style="list-style-type: none"> Local Donors Grants 	+/- \$5000	Year 1, Second Quarter	Ongoing

Notes: Updates to be provided quarterly
Timeline is tentative and subject to change
Year 1 (2020)
Year 2 (2021)
Year 3 (2022)

Recommendations	Strategies	Resources			Timeline	
		Departments/Organizations	Funding Sources	Funding Amount	Estimated Start	Project Duration
HP-2 Leverage local, state, and national organizations to address Heirs' Property	Contact organizations to identify potential programs to assist with Heirs' Property.	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator Pan African Family Empowerment and Land Preservation Network (PAFEN) South Carolina Legal Services (SCLS) Heirs' Property Retention Coalition (HPRC) South Carolina Appleseed Legal Justice Center (SCALJC) Black Family Land Trust (BFLT) Black Belt Justice Center (BBJC) 	N/A	N/A	Year 1, Third Quarter	Ongoing
PP-14 Program for temporary or seasonal signs to promote economic opportunities for Gullah businesses and residents	Develop temporary/seasonal signs that are compliant with the Town LMO that can be distributed upon request to Gullah businesses and residents through the NIBCAA Office. Process temporary sign applications for Gullah businesses.	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator NIBCAA OCA 	Town of Hilton Head Island	TBD based on sign cost and the number of signs needed.	Year 2, First Quarter	Ongoing
HP-1 Utilize Heritage Library as a first step to clear land title	The identified departments and organizations will work together to research strategies to clear land titles for Heirs' Property in conjunction with CP-1.	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator Heritage Library Additional resources related to clearing land titles 	<ul style="list-style-type: none"> Heritage Library Charitable Foundations 	TBD based on the number of people who need service	Year 2, First Quarter	Ongoing
PP-12 Program to Educate Gullah Residents on Policy – Taxes, Land Use, Development	Continue program to conduct meetings and workshops to provide education on different issues that impact Gullah residents, both socially and financially	<ul style="list-style-type: none"> Town of Hilton Head Island Staff (Historic Neighborhoods Preservation Administrator – Project Lead) Beaufort County 	Town of Hilton Head Island	+/- \$1000	Year 2, Second Quarter	Ongoing

Notes: Updates to be provided quarterly
 Timeline is tentative and subject to change
 Year 1 (2020)
 Year 2 (2021)
 Year 3 (2022)

Recommendations	Strategies	Resources			Timeline	
		Departments/Organizations	Funding Sources	Funding Amount	Estimated Start	Project Duration
HP-3 Encourage Center for Heirs' Property Preservation (CHPP) to Open Satellite Office	This project will be implemented in two parts: Part 1 – Assist land owners with Heirs' Property that meet the income requirements set by the CHPP with obtaining information and assistance from the CHPP in Beaufort Part 2 – Evaluate creation of a local Heirs' Property resource center that benefits citizens of all income levels.	<ul style="list-style-type: none"> Community Development Department (Historic Neighborhoods Preservation Administrator – Project Lead) Staff Attorney/Town Attorney CHPP Outside Legal Services 	<ul style="list-style-type: none"> CFL Charitable Foundations Grants 	TBD based on staff and facility needs	<ul style="list-style-type: none"> Part 1 – Year 2, Second Quarter Part 2 – Year 3, Second Quarter 	+/- 9 to 12 months
CP-1 Promote Heritage Library to research history and genealogy	The identified departments and organizations will work together to research strategies to clear land titles for Heirs' Property starting with research of family history and genealogy, in conjunction with HP-1	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator Heritage Library Additional resources related to history and genealogy research 	<ul style="list-style-type: none"> Heritage Library Charitable Foundations 	TBD based on whether costs can be mitigated	Year 2, First Quarter	Ongoing
PP-11 Fund for Delinquent Taxes	Evaluate the possibility of creating a fund through the CFL for the purpose of assisting land owners who are delinquent and unable to pay their property taxes.	<ul style="list-style-type: none"> Historic Neighborhoods Preservation Administrator NIBCAA Beaufort County Tax Office CFL 	<ul style="list-style-type: none"> Charitable Foundations Grants Local Donors 	+/- \$1000	Year 2, First Quarter	Ongoing
PP-3 HNPA to work with Gullah property and business owners to assist with Town Regulations	Continue to assist property and business owners with navigating Town regulations related to land use, development, and businesses.	<ul style="list-style-type: none"> Community Development Department (Historic Neighborhoods Preservation Administrator – Project Lead) Public Projects and Facilities Department Fire Rescue Department 	N/A	N/A	June 2019	Ongoing

Notes: Updates to be provided quarterly
Timeline is tentative and subject to change
Year 1 (2020)
Year 2 (2021)
Year 3 (2022)

STATE OF SOUTH CAROLINA)

TOWN OF HILTON HEAD ISLAND)

CONTRACT ADDENDUM

WHEREAS, the Town of Hilton Head Island, by and through its Town Council, hereinafter referred to as “Town” and Palmetto Electric Cooperative, Inc. by and through its Board of Directors, hereinafter referred to as “Cooperative,” wish to enter into this addendum to their attached contract dated November 19, 2018, regarding the South Carolina Rural Development Act (Act No. 462) of 1996 (hereinafter referred to as “the Agreement”),

NOW, THEREFORE, the parties agree that the following new Section 3 will replace the Agreement’s previous Section 3 in its entirety:

3. *That Cooperative intends to provide monies to the Town for site work and the construction of drainage infrastructure within the Summit Drive Business Park owned by the Town of Hilton Head Island. The Town agrees that the infrastructure, funded by such monies, will be substantially completed no later than December 31, 2020.*

The parties further agree that the remaining sections of the Agreement will remain unchanged and will apply to the new Section 3 as amended by this addendum.

WITNESS our hands and seals this _____ day of _____, 2019, at Town of
Hilton Head Island, South Carolina.

WITNESSETH:

TOWN OF HILTON HEAD ISLAND

BY: Stephen G. Riley

its: Town Manager

PALMETTO ELECTRIC
COOPERATIVE, INC.

BY: A. Berl Davis, Jr.

its: President and Chief Executive Officer

THE STATE OF SOUTH CAROLINA,
TOWN OF HILTON HEAD ISLAND

PERSONALLY, appeared before me _____ and made that he/she saw the within named Town of Hilton Head Island, by Stephen G. Riley, Town Manager, sign, seal, and as its act and deed, deliver the within written Contract, and that he/she with _____, witnessed the execution thereof.

SWORN to before me this _____ day of _____, 2019.

_____(SEAL) _____

NOTARY PUBLIC FOR S.C.

My commission expires:_____

PERSONALLY, appeared before me _____ and made that he/she saw the within named Cooperative, by A. Berl Davis, Jr., its President and Chief Executive Officer, sign, seal, and as its act and deed, deliver the within written Contract, and that he/she with _____, witnessed the execution thereof.

SWORN to before me this _____ day of _____, 2019.

_____(SEAL) _____

NOTARY PUBLIC FOR S.C.

My commission expires:_____

EXHIBIT A -

STATE OF SOUTH CAROLINA)
TOWN OF HILTON HEAD ISLAND)

CONTRACT

WHEREAS, Town of Hilton Head Island, by and through its Town Council, hereinafter referred to as Town and Palmetto Electric Cooperative, Inc. by and through its Board of Directors, hereinafter referred to as Cooperative, wish to enter into this agreement.

NOW, THEREFORE, for the sum of Five (\$5.00) Dollars, each to the other paid, sufficient receipt of which is hereby acknowledged, and the other rights, duties and obligations as set out below, the parties agree as follows:

1. That Cooperative is a rural electric cooperative organized and existing under the laws of the State of South Carolina and as such is eligible to take advantage of the South Carolina Rural Development Act (Act No. 462) of 1996.
2. That Town is a body politic organized as a Town under the laws of the State of South Carolina.
3. That Cooperative intends to provide monies to the Town for site work and the construction of drainage infrastructure within the Summit Drive Business Park owned by the Town of Hilton Head Island. The Town agrees that the infrastructure, funded by such monies, will be substantially completed no later than December 31, 2019.

4. That Cooperative, under the South Carolina Rural Development Act of 1996, is allowed to apply for a credit against its tax liability for amounts paid in cash to provide infrastructure for a qualifying project as prescribed in Section 12 of the South Carolina Rural Development Act of 1996.

5. That Summit Drive Business Park, owned by the Town of Hilton Head Island, receives the necessary state and local government approvals to be deemed a “qualifying” project as that term is defined in the Rural Development Act.

6. That Town has requested and Cooperative has agreed to invest dollars in infrastructure, an amount of Four Hundred Thousand & 0/100 (\$400,000.00) dollars, as part of its license liability to the State of South Carolina, through the Department of Revenue for the calendar year 2018. This contract pertains only to 2018 license fees.

7. Other electric cooperatives across South Carolina may agree to invest dollars in infrastructure payments that each cooperative otherwise would have paid to the Department of Revenue as part of its license tax liability to the State of South Carolina. South Carolina Department of Revenue Ruling #96-11 (12-9-96) provides that there are no restrictions requiring a project be within the service area of the electric cooperative claiming the credit; thus, electric cooperatives subject to license tax under Section 12-20-100 of the Code may contribute cash to any project that meets the requirement of the statute.

Investments made by electric cooperatives outside the service area of Palmetto Electric Cooperative, Inc. are entitled to the same legal protections afforded Palmetto Electric Cooperative, Inc. if the Town fails to use cash contributions on infrastructure improvements as established by the South Carolina Rural Development Act of 1996.

8. That Town agrees to use these funds only for infrastructure improvements set out and approved by the South Carolina Rural Development Act of 1996.

9. That Town agrees to abide by any and all stipulations, conditions, and requirements of the South Carolina Rural Development Act, including but not limited to any and all necessary filings made necessary by the Act upon receipt of these funds.

10. That if, and in the event, that Town fails, or otherwise refuses to use the funds contributed by Cooperative, or other electric cooperatives, Town hereby agrees to take any and all such steps as are necessary to repay those funds immediately to Cooperative, or other electric cooperatives, or to the Department of Revenue. If the Town fails to take action to reimburse the State or the Cooperative, and other electric cooperatives, the Cooperative, or other electric cooperatives, shall have a cause of action against the Town for breach of this agreement.


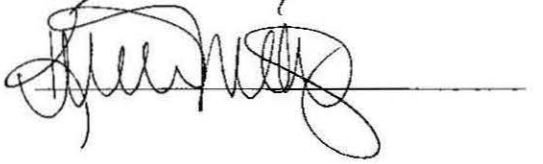
11. That in the event the funds are not appropriately used under the South Carolina Rural Development Act and Cooperative, or other electric cooperatives, is held responsible for the payment of any or all of these funds to the State of South Carolina, Town agrees not only to repay such funds, but also agrees to pay any penalty, interest, or fines that result from the lack of or inappropriate use of said funds.

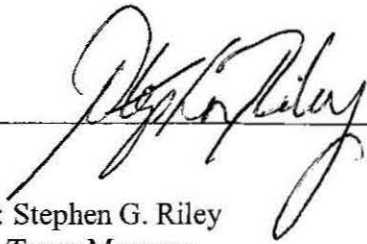
12. That the parties agree that they will both sign a form required by the South Carolina Rural Development Act waiving the statute of limitations on the State of South Carolina through the Department of Revenue for attempting to collect the above referenced funds, if and in the event they are not appropriately used under the Act and both parties agree to take all steps that would be necessary to cooperate with the Department of Revenue to see that the transfer and use of these funds are appropriately handled and accounted for.

WITNESS our hands and seals this 19 day of November, 2018 at Beaufort County, South Carolina.

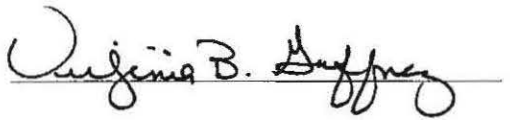

WITNESSETH:

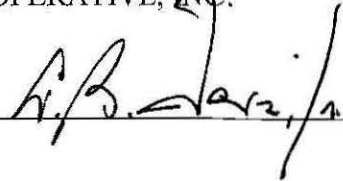
TOWN OF HILTON HEAD ISLAND


BY: Stephen G. Riley
its: Town Manager

PALMETTO ELECTRIC
COOPERATIVE, INC.



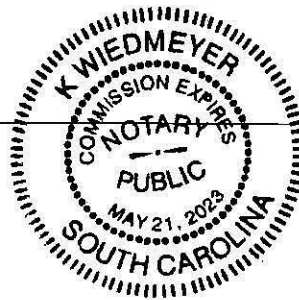
BY: A. Berl Davis, Jr.
its: President and Chief Executive Officer

THE STATE OF SOUTH CAROLINA
TOWN OF HILTON HEAD ISLAND

PERSONALLY, appeared before me, K. Wiedmeyer and made oath that he/she saw the within named Town of Hilton Head Island, by Stephen G. Riley, its Town Manager, sign, seal, and as its act and deed, deliver the within written Contract, and that he/she with Phyllis Dieter, witnessed the execution thereof.

SWORN to before me this 15th day of November, 2018.

[Signature] (SEAL)
NOTARY PUBLIC FOR S.C.
My commission expires: May 21, 2023



THE STATE OF SOUTH CAROLINA
CITY OF HARDEEVILLE

PERSONALLY, appeared before me Virginia B. Gaffney and made oath that he/she saw the within named Cooperative, by A. Berl Davis, Jr., its President and Chief Executive Officer, sign, seal, and as its act and deed, deliver the within written Contract, and that he/she with Martha C. McMillan, witnessed the execution thereof.

SWORN to before me this 19th day of November, 2018.

[Signature] (SEAL)
NOTARY PUBLIC FOR S.C.
My commission expires: 8/6/2022