



**The Town of Hilton Head Island  
Town Council Meeting  
Tuesday, March 19, 2019, 4:00 p.m.  
BENJAMIN M. RACUSIN COUNCIL CHAMBERS  
AGENDA**

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**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 – Rabbi Brad Bloom – Congregation Beth Yam**
- 5. Approval of Minutes**
  - a. Town Council Meeting March 5, 2019
- 6. Report of the Town Manager**
  - a. Planning Commission Biannual Update – Chairman, Alex Brown
  - b. Historic Mitchelville Freedom Park Update – Executive Director, Ahmad Ward
  - c. Items of Interest
    - i. Town News
    - ii. Noteworthy Events
- 7. Reports from Members of Council**
  - a. General Reports from Council
  - b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins
  - c. Report of the Community Services Committee – Marc Grant
  - d. Report of the Public Planning Committee – David Ames
  - e. Report of the Public Facilities Committee – Marc Grant
  - f. Report of the Finance & Administrative Committee – Tom Lennox
- 8. Appearance by Citizens**
- 9. Consent Agenda - None**
- 10. Proclamations/Commendations - None**
- 11. Unfinished Business**
  - a. **Second Reading of Proposed Ordinance 2019-06**

Second Reading of Proposed Ordinance 2019-06 of the Town of Hilton Head Island, South Carolina authorizing the execution of a Renewed Memorandum of Understanding and Amended Lease with the Mitchelville Preservation Project, Inc., related to Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for Severability and effective date.

## **11. Unfinished Business (cont.)**

### **b. Second Reading of Proposed Ordinance 2019-10**

Second Reading of Proposed Ordinance 2019-07 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a Lease with the Heritage Library Foundation, related to the Lease of Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for Severability and effective date.

### **c. Consideration of a Recommendation – 2019 Town Council Priorities**

Consideration of a Recommendation of for the adoption of the 2019 Town Council Priorities.

## **12. New Business**

### **a. Consideration of a Resolution – Fire Rescue Strategic Plan**

Consideration of a Resolution of the Town Council of the Town of Hilton Head Island, South Carolina to approve the Hilton Head Island Fire Rescue Strategic Plan.

### **b. Consideration of a Resolution – HUD/CDBG Entitlement Program 2017 Annual Action Plan 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 2017-2018 (Program Year 2017) Annual Action Plan Substantial Amendment.

### **c. First Reading of Proposed Ordinance 2019-07**

Consideration of Proposed Ordinance 2019-07 of the Town of Hilton Head Island, South Carolina, for the Fiscal Year ending June 30, 2019; to provide for the expenditures of certain funds; to allocate the sources of revenue for the said funds; and to provide for severability and effective date.

### **d. First Reading of Proposed Ordinance 2019-11**

First Reading of Proposed Ordinance 2019-11 of the Town of Hilton Head Island, South Carolina, to amend Title 2 General Government and Administration of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Chapter 5 (Meetings of Council and Rules of Procedure) Section 2-5-60, Committees of Council; and providing for severability and an effective date.

### **e. First Reading of Proposed Ordinance 2018-14**

First Reading of Proposed Ordinance 2018-04 to amend Title 17 (Noise Control) of the Municipal Code of the Town of Hilton Head Island, South Carolina by amending Sections 17-4-113 and 115; and provide for severability and an effective date.

## **13. Executive Session)**

### **a. Legal Advice:**

Receipt of legal advice related to pending, threatened, or potential claim related to; Taiwan R. Scott, et. al. vs. Board of Zoning Appeals Town of Hilton Head Island.

### **b. Land Acquisition:**

Discussion of negotiations incident to the proposed contractual arrangements, sale or purchase of property in the William Hilton Parkway area of Shipyard Plantation

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

## **15. Adjournment**

**THE TOWN OF HILTON HEAD ISLAND  
TOWN COUNCIL MEETING**

**Date: Tuesday, March 5, 2019**

**Time: 4:00 P.M.**

**Present from Town Council:** John J. McCann, *Mayor*; Bill Harkins, *Mayor Pro Tempore*; Marc Grant, Tom Lennox, David Ames, Tamara Becker, Glenn Stanford, *Council Members*

**Present from Town Staff:** Steve Riley, *Town Manager*; Joshua Gruber, *Assistant Town Manager*; Shawn Colin, *Director of Community Development*; Scott Liggett, *Director of Public Projects and Facilities*; Brian Hulbert, *Staff Attorney*; Brad Tadlock, *Fire Chief*; Jennifer Ray, *Deputy Director of Community Development*; Teri Lewis, *Deputy Director of Community Development*; Jayme Lopko, *Senior Planner*; Andrew Nicholls, *Systems Analyst*; Krista Wiedmeyer, *Executive Assistant/Town Clerk*

**Present from Media:** Katherine Kokal, *Island Packet*

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**1. Call to Order**

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

**2. FOIA Compliance** - Public notification of this meeting was 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 Michael Carr from Central Church delivered the invocation.

**5. Swearing in of Town Council Member by the Honorable Drew Laughlin**

**a. Ward 6 – Glenn Stanford**

The Honorable Drew Laughlin, Beaufort County Magistrate performed the swearing in of new Council member Glenn Stanford. Mr. Stanford made some brief remarks.

**6. Approval of Minutes**

**a. Town Council Meeting February 19, 2019.**

Mr. Harkins moved to approve the Town Council meeting minutes from February 19, 2019. Mr. Grant seconded, the motion was approved by a vote of 6-0.

**7. Report of Town Manager**

**a. Gullah-Geechee Land & Cultural Preservation Task Force Quarterly Update – Chairman Lavon Stevens**

Lavon Stevens, Chairman, provided the members of Town Council with an update that covered the last three months of business. He highlighted many of the items discussed during the meeting held the day prior. Mr. Stevens also noted that a final draft of the Consultants recommendations would be forthcoming.

**b. Update of the Comprehensive Planning Process – Jennifer Ray, Deputy Director of Community Development**

Ms. Ray gave a brief update and overview of the Comprehensive Planning Process for the coming months. She noted that staff would be working with the Community Services Committee with the selection of members for the planning work groups.

**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. He also noted that he and staff are having a meeting with an outside party to discuss the coyotes. Mr. Riley said that once information was available, he would report back to Council concerning this matter.

## **8. Reports from Members of Council**

### **a. General Reports from Council**

Mayor McCann noted that the next Town Council meeting would be held at Town Hall and not at the Hilton Head Island High School as previously noted, but that another date in the future is being discussed. The Mayor also reported that he and other members of Council attended the Fire Rescue awards. He said it was a great night where many new members were sworn in or received promotions. The Mayor also reported that he spoke to some of the General Managers concerning the discussions of the Stormwater agreements. He said that those talks are important and should continue to move forward.

Mr. Grant provided an updated concerning the U.S. 278 Gateway Corridor Committee. He reported that the Committee would host the SCDOT at their upcoming meeting on March 7<sup>th</sup>.

### **b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman**

Mr. Harkins reported that the Committee met earlier in the week to discuss the BCSO safety statistics. He also reported that there would be a special meeting of the Committee where they would be discussing a speed study that was recently completed. Mr. Harkins noted that the Sheriff's Office was also invited to participate in that meeting too.

### **c. Report of the Community Services Committee – Marc Grant, Chairman**

Mr. Grant stated that he did not have a report this week.

### **d. Report of the Public Planning Committee – David Ames, Chairman**

Mr. Ames reported that the Committee met on February 28<sup>th</sup> where they discussed the trolley and new extended hours. He said that along with the extended hours, there would be new routes too which is in hopes of increasing the number of riders this year. Mr. Ames also reported that the Committee discussed the Turtle ordinance during the meeting too.

### **e. Report of the Public Facilities Committee – Marc Grant, Chairman**

Mr. Grant stated that he did not have a report this week.

### **f. Report of the Finance & Administrative Committee – Tom Lennox, Chairman**

Mr. Lennox reported that earlier in the day, the Committee met where they reviewed, the fiscal year 2020 budget and affiliated agency process. He said that they will begin reviewing the requests from the affiliated agencies for the upcoming budget.

## **9. Appearance by Citizens**

**Amy Ali**, addressed the members of Town Council regarding the use of the CDBG funds.

**Robert Hagen**, addressed the members of Town Council regarding his concerns with ArborNature.

**Taiwan Scott**, addressed the members of Town Council regarding his concerns with the zoning of his residential property.

**Barry Ginn**, addressed the members of Town Council regarding a variety of Town matters.

**Skip Hoagland**: addressed the members of Council regarding the Town and Chamber matters.

## **10. Consent Agenda – None**

## **11. Proclamations & Commendations - None**

## **12. Unfinished Business - None**



### **13. New Business**

#### **a. Consideration of a Recommendation –Performance Lighting System Lease Agreement**

Consideration of a Recommendation authorizing the Town Manager to enter into a Lease Agreement for a Performance Lighting System with the Hilton Head Symphony Orchestra.

Mr. Harkins moved to approve, Ms. Becker seconded was approved by a vote of 7-0.

#### **b. First Reading of Proposed Ordinance 2019-06**

First Reading of Proposed Ordinance 2019-06 of the Town of Hilton Head Island, South Carolina authorizing the execution of a Renewed Memorandum of Understanding and Amended Lease with the Mitchelville Preservation Project, Inc., related to Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for Severability and effective date.

Mr. Harkins moved to approve, Ms. Becker seconded. Jayme Lopko, Senior Planner, explained that due to a name change, there would be a change when this came back for the second reading. The name would now read, Historic Mitchelville Freedom Park. With no discussion from Council, the motion was approved by a vote of 7-0.

#### **c. First Reading of Proposed Ordinance 2019-08**

First Reading of Proposed Ordinance 2019-08 to amend Title 16, “The Land Management Ordinance,” of the Municipal Code of the Town of Hilton Head Island, South Carolina, by amending Section 16-1-107, the Official Zoning Map and the Indigo Run Master Plan with respect to the certain 13.83 acre parcel located at 55 Gardner Drive, identified as Parcel 98A on Beaufort County Tax Map 8, within the Indigo Run Master Plan “Parcel 15-F” under the PD-1 (Planned Development Mixed Use) District, to remove the Commercial and Public Recreation uses and Commercial Density, and to add Multifamily Residential Use with density of 300 units, and to maintain the existing Institutional Use and Density, and to reduce the maximum building height allowed from 75 feet to 55 feet; and providing for severability and an effective date.

Mr. Harkins moved to approve, Ms. Becker seconded. The Mayor stated that due to a number of questions that have come up from the members of Council, he would like a motion remanding this item and all questions concerning this item to the Public Planning Committee for review and discussion on the questions submitted only. The Mayor further stated that all questions are to be submitted Town Manager no later than Friday, March 8, 2019 for Town staff to begin reviewing and researching. Mr. Harkins moved to approve. Mr. Grant seconded.

With a discussion amongst the members of Council, the Mayor opened the discussion up to the public at large. With no further discussion, the motion to remand this item to the Public Planning Committee was approved by a vote of 6-1, Ms. Becker against.

#### **d. First Reading of Proposed Ordinance 2019-10**

First Reading of Proposed Ordinance 2019-10 of the Town of Hilton Head Island, South Carolina, authorizing the execution of a Lease with the Heritage Library Foundation, related to the Lease of Real Property owned by the Town of Hilton Head Island, South Carolina, pursuant to the authority of S.C. Code Ann. Sec. 5-7-40 (Supp. 2012), and Sec. 2-3-30, Code of the Town of Hilton Head Island, South Carolina, (1983); and providing for Severability and effective date.

Mr. Harkins moved to approve. Ms. Becker seconded, the motion was approved by a vote of 7-0.

#### **e. Consideration of the Adoption of the 2019 Town Council Priorities**

Mayor McCann invited Josh Gruber, Assistant Town Manager, to the podium to make a presentation of the 2019 Town Council Priorities. Mr. Gruber gave a brief presentation of the priorities, answering questions from both the members of Council and the public at large. The 2019 Town Council Priorities will be brought forward to the March 19<sup>th</sup> meeting for final consideration and approval by the members of Council.

**14. Executive Session - None**

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

**16. Adjournment**

At 5:49 p.m., Mr. Harkins moved to adjourn, Mrs. Becker seconded, the motion to adjourn was approved by a vote of 7-0

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Krista M. Wiedmeyer  
Executive Assistant/Town Clerk

Approved: 03/19/2019

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John J. McCann, Mayor

DRAFT



# **TOWN OF HILTON HEAD ISLAND**

## *Community Development Department*

**TO:** Town Council  
**FROM:** Alex Brown, *Chairman of the Planning Commission*  
**DATE:** March 6, 2019  
**SUBJECT:** Planning Commission Semi-Annual Report: July 1, 2018 – March 6, 2019

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The September 19, 2018, October 17, 2018, November 7, 2018, and January 16, 2019 meetings were cancelled.

### **2018 Traffic Monitoring and Evaluation Report**

On February 20, 2019, Darrin Shoemaker, Traffic & Transportation Engineer, presented the report to the Planning Commission.

### **Comprehensive Plan Update**

On September 5, 2018, the Commission voted 7-0 to forward the proposed principles and process to direct Phase 2 of the Vision and align it with the Comprehensive Plan and to continue to use the *Hilton Head Island – Our Future* brand for Phase 2 of the Vision to Town Council with a recommendation of approval.

### **Land Management Ordinance (LMO) Amendments**

#### **RV Amendments**

Amendments to allow the temporary occupation of an RV on a single family lot while a house on that lot is being renovated. The Commission reviewed the amendments on December 5, 2018 and referred them to the LMO Committee. The LMO Committee reviewed revised amendments on December 11, 2018 and recommended they be sent back to the Commission. The Commission reviewed revised amendments on February 20 and March 6, 2019. On March 6, the Commission asked staff to revise the amendments based on their comments regarding which zoning districts are appropriate for the use and to consider requiring a Special Exception for the use instead of permitting the use with conditions.

#### **Electric Go-Karts**

On October 3, 2018, the Commission received a request to amend the LMO to allow electric go-karts as an Outdoor Recreation Use in the Waterfront Mixed Use (WMU) Zoning District. The Commission referred the issue to the LMO Committee. The LMO Committee reviewed the request and referred the issue to the Commission for more public input. On December 19, the Commission discussed the request and asked the applicant to take his request back to the LMO Committee with a comprehensive plan of Broad Creek Marina. On January 28, 2019, the applicant returned to the Commission and asked them to consider the request. The Commission discussed the request and determined that staff should not pursue the amendment. On February 6, 2019, the applicant returned to the Commission and asked them to reconsider the request. The

Commission discussed the request and asked the LMO Committee to review the issue again. On February 20, 2019 the LMO Committee Chairman reported to the Commission that the Committee is trying to arrange a go-kart demonstration.

### **Public Project Review Application**

#### **PPR-000011-2019**

Application from the Town of Hilton Head Island for improvements in the Shelter Cove area of US 278, including: expanding the roadway and adding two signalized crosswalks at the intersection of US 278 and Shelter Cove Lane near Hickory Tavern; expanding the roadway, and installing a new traffic signal and two signalized crosswalks at the intersection of US 278 and Shelter Cove Lane near the Beaufort County Sheriff's Office; and building a new multi-use pathway along eastbound US 278 between these two improved intersections. On February 6, 2019, the Commission approved the application by a vote of 9-0.

### **Street Name Applications**

#### **STDV-002431-2018**

Application to name a new street Hammock Breeze Way to serve a new 39 lot subdivision. On December 5, 2018, the Commission approved the name Hammock Breeze Way by a vote of 6-2.

#### **STDV-002433-2018**

Application to name a new street Hammock Breeze Court to serve a new 39 lot subdivision. On December 5, 2018, the Commission approved the name Talon Court by a vote of 5-3.

### **Zoning Map Amendment Applications**

#### **ZA-001467-2018, 280 Fish Haul Road**

Request to rezone an undeveloped 6.22-acre parcel bisected by Fish Haul Road from RM-4 and RM-8 to MV to increase the available density and the number and type of allowable uses. On August 15, 2018, the Commission approved the application by a vote of 5-1-1.

#### **ZA-000097-2019, Hilton Head Christian Academy**

Request to revise the Indigo Run Master Plan for the 13.83-acre Hilton Head Christian Academy to change: the assigned uses to institutional or multi-family residential; the assigned density to 10,000 sq. ft. per net acre of institutional uses or 300 multi-family residential units; and the allowed maximum building height to 55 feet. On February 20, 2019, the Commission approved the application, with a condition that a Type C adjacent use buffer is required from the Sandalwood Terrace and Old Woodlands property lines, by a vote of 5-2.



## TOWN OF HILTON HEAD ISLAND ITEMS OF INTEREST MARCH 19, 2019

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### TOWN NEWS

- Fire Rescue underwent an Insurance Services Office (ISO) Public Protection Classification (PPC®) program evaluation in August of 2018. The results of the evaluation took effect on March 1, 2019. We are pleased to report Fire Rescue improved their PPC (Commonly Referred to as ISO Rating) from a Class 3 to a Class 2 rating. The last evaluation occurred in 2013.

The PPC Program analyzes the relevant data using our Fire Suppression Rating Schedule and assigns a PPC Classification from 1 to Class 10. Class 1 generally represents superior property fire protection, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

The PPC evaluates:

- Emergency Communications Systems, - E911 Dispatch Centers
- The Fire Department - Equipment, Staffing, Training, and Geographic Deployment of Fire Companies
- The Water Supply System- Fire Hydrants and the amount of available water compared with the amount needed to suppress fires
- Community Efforts to Reduce the Risk of Fire, - Including fire prevention codes and enforcement, public fire safety education, and fire investigation programs

Fire Rescue urges residents and business to contact the insurance representative to make them aware of the classification change and inquire if there is impact on costs.

### TOWN OF HILTON HEAD ISLAND MEETINGS

- U.S. 278 Gateway Corridor Committee – Thursday, March 21, 2019 – 9:00 a.m.
- Public Facilities Committee – Monday, March, 25, 2019 – 9:00 a.m.
- Public Planning Committee – Thursday, March 28, 2019 – 3:00 p.m.
- Intergovernmental & Public Safety – Monday, April 1, 2019 – 10:00 a.m.
- Finance and Administrative – Tuesday, April 2, 2019 – 2:00 p.m.
- Town Council Regular Session – Tuesday, April 2, 2019 – 4:00 p.m.

*Meetings are subject to change and/or cancellation. Please visit the Town's website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) for meeting dates and times.*

### HILTON HEAD ISLAND EVENTS



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



# **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:** Jayme Lopko, AICP, *Senior Planner*  
**DATE:** March 6, 2019  
**SUBJECT:** Proposed Ordinance 2019-06: Historic Mitchelville Freedom Park MOU  
Renewal & Lease Amendments

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The only changes made to Proposed Ordinance 2019-06 during the first reading on March 5, 2019 was to change the organization name from Mitchelville Preservation Project, Inc. to Historic Mitchelville Freedom Park, Inc.

Attachment:

*Attachment A:* Ordinance (including Exhibit A - Memorandum of Understanding and Exhibit B - Lease)

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF AN RENEWED MEMORANDUM OF UNDERSTANDING AND AMENDED LEASE WITH HISTORIC MITCHELVILLE FREEDOM PARK, INC., RELATED TO REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2012), AND SEC. 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hilton Head Island, South Carolina (“Town”), owns one or more parcels of real property known generally as “Historic Mitchelville Freedom Park”; and

**WHEREAS**, on April 18, 2017 the Town adopted an ordinance, which entered into a Memorandum of Understanding and Lease with Historic Mitchelville Freedom Park, Inc. (formerly known as: Mitchelville Preservation Project, Inc.) for the operation of a cultural and historical museum in the Town of Hilton Head Island in accordance with that certain Memorandum of Understanding and Lease attached hereto as Exhibits “A” and “B”; and

**WHEREAS**, the Town has determined that it is in the best interests of the Town to provide for the preservation of Historic Mitchelville Freedom Park, and for the utilization of the Park as a cultural and historical museum; and

**WHEREAS**, on January 28, 2019, the Public Facilities Committee met and voted to recommend Town Council approve a renewed Memorandum of Understanding and amended Lease related to Historic Mitchelville Freedom Park; and

**WHEREAS**, the Town Council of the Town is authorized to enter into leases of Town-owned land under the authority of S.C. Code Ann. Section 5-7-40 (Supp. 2010) and Section 2-3-30 and Section 2-7-20, *Code of The Town of Hilton Head Island*, South Carolina (1983, as amended); and

**WHEREAS**, the Town Council for the Town has determined that it is in the best interests of the Town to authorize the execution and delivery of a renewed Memorandum of Understanding and amended Lease for Historic Mitchelville Freedom Park, which is described and attached hereto as Exhibits “A” and “B”.

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

**Section 1 - Execution, Delivery and Performance of Lease.**

(a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the renewed Memorandum of Understanding and amended Lease in substantial conformance with the attached Exhibits “A” and “B”; and

(b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the performance of the Town's obligations under the terms and conditions of the renewed Memorandum of Understanding and amended Lease.

**Section 2 - 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 3 - Effective Date.**

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

(SIGNATURE PAGE FOLLOWS)



**PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF  
HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2019.**

\_\_\_\_\_  
John McCann, Mayor

ATTEST:

\_\_\_\_\_  
Krista Wiedmeyer, Town Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

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

Introduced by Council Member: \_\_\_\_\_



## Exhibit A

- b. Mitchelville may schedule programs or have facility rentals that occur outside normal operating hours.

### 5. **Operations.**

- a. Other entities, public or private, may contribute to the annual operating budget of Mitchelville.
- b. It is understood by the Town and Mitchelville that the Town will contract for and pay all expenses related to janitorial, landscaping, general maintenance, and current capital costs at Historic Mitchelville Freedom Park. Any new capital projects would be at the sole cost and expense of Mitchelville.
- c. Mitchelville shall be entitled to charge User Fees for the use of the Park and its facilities to defray the cost of event set up, event cleanup, and supervision of the Park and facilities during events. Prior to charging any User Fees for the use of the Park and facilities, Mitchelville shall prepare a schedule of such fees and present the same to the Town for approval by the Town Council. Any changes to the approved schedule of fees shall be submitted to the Town Council for its approval.

### 6. **Miscellaneous.**

- a. Mitchelville shall provide the Town with current copies of all insurance policies of Mitchelville relating to their operations within thirty (30) days of signing of the Memorandum and copy the Town upon each renewal of said insurance policies.
- b. Mitchelville shall remain a not-for-profit independent entity whose policies and procedures shall be determined by its Executive Director and Board of Directors.
- c. Financial Statements:
  - i. Mitchelville shall cause a financial statement to be prepared each year at the conclusion of Mitchelville's fiscal year by an entity independent of, and unconnected to, Mitchelville. Mitchelville's fiscal year ends on December 31 of each calendar year. Mitchelville shall deliver a copy of its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.
  - ii. Mitchelville shall submit an annual operating budget to the Town. The submission of this budget shall coincide with the Town's annual budget process. The Town Manager shall inform Mitchelville of the procedures to be followed in regard to the budgeting process.

## Exhibit A

- iii. Mitchelville shall provide the Town with an annual independent audit report or review report prepared by a Certified Public Accountant (CPA) acceptable to the Town. An annual report shall be submitted no less than every third year.
  - iv. Upon request of the Town, Mitchelville shall make its financial books and records available to the Town for Review. The Town shall give Mitchelville written notice of its intention to review Mitchelville's financial books and records. Mitchelville shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.
7. **Notices.** All notices required under this Memorandum shall be deemed to have been given if in writing and
- a. delivered personally; or
  - b. mailed first class, postage prepaid, to the address of record set forth below, in which case delivery shall be deemed to have occurred two calendar days after the date of postmark.

**HISTORIC MITCHELVILLE FREEDOM PARK, Inc.**  
Executive Director  
539 William Hilton Parkway, Suite 134  
Hilton Head Island, SC 29928

**TOWN OF HILTON HEAD ISLAND**  
Town Manager  
One Town Center Court  
Hilton Head Island, SC 29928

The address of record may be changed by written notice to the other party.

8. **Term.** The term of this Memorandum of Understanding shall be for a period of two (2) years from the date of execution, March 19, 2019. Prior to March 19, 2021, this Memorandum will be reviewed by the Town and Mitchelville. Changes may be made only with and by the mutual consent of both parties.
9. **Termination.** In addition to any other rights of termination set forth in this Memorandum, each party shall have the right to terminate this Memorandum, by written notice to the other party, if the other party is in default of any term or provision of this Memorandum, and the defaulting party fails to cure or correct such default within fourteen (14) days of notice thereof from the non-defaulting party. A party may elect to disregard a default for the period of time without waiving its right to declare a default at a subsequent time or upon reoccurrence of the default.



Exhibit A

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

**TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA**

\_\_\_\_\_

By: \_\_\_\_\_  
John McCann, Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_  
Stephen G. Riley, ICMA-CM  
Town Manager

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF BEAUFORT** )

**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, do hereby certify that John McCann and Stephen G. Riley personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the Town of Hilton Head Island, South Carolina.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

Exhibit B

**A LONG TERM LEASE**

**BY AND BETWEEN**

**THE TOWN OF HILTON HEAD ISLAND, SOUTH  
CAROLINA,**

**AND**

**HISTORIC MITCHELVILLE FREEDOM PARK, INC.**

(FORMERLY KNOWN AS: MITCHELVILLE PRESERVATION PROJECT, INC.)

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

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**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF BEAUFORT** )

**LONG TERM LEASE**

This Long Term Lease, dated this \_\_\_\_ day of \_\_\_\_\_, 2019 (together with any amendments made in accordance herewith, hereinafter, the "Lease"), is amended and entered into by and between The Town of Hilton Head Island, South Carolina (hereinafter, the "Town"), and the Historic Mitchelville Freedom Park, Inc., (hereinafter, the "Mitchelville").

WITNESSETH

WHEREAS, the Town is a body politic and a political subdivision of the State of South Carolina, existing as such under and by virtue of the Constitution, statutes, and laws of the State of South Carolina; and,

WHEREAS, Mitchelville is a nonprofit corporation, existing as such under and by virtue of the Constitution, statutes and laws of the State of South Carolina; and,

WHEREAS, under the authority of S. C. Code Ann. § 5-7-20 (Supp. 2010), and Section 2-3-30, *Code of the Town of Hilton Head Island* (1983), the Town is authorized to lease land belonging to the Town; and,

WHEREAS, on September 7, 2010, the Town authorized the negotiation of a long term lease of Town owned land known as Historic Mitchelville Freedom Park to Mitchelville; and

WHEREAS, on April 18, 2017, the Town Council of the Town adopted Ordinance No. 2017-04 authorizing the execution and delivery of this Lease; and

WHEREAS, on January 12, 2017, the Board of Directors of Mitchelville, by resolution duly adopted, authorized the execution and delivery of this Lease;

WHEREAS, on \_\_\_\_\_, the Town Council of the Town adopted Ordinance No. \_\_\_\_\_ authorizing the execution and delivery of this amended Lease; and

NOW THEREFORE, for and in consideration of the sum of One and no/100 (\$1.00) Dollar paid by Mitchelville to the Town, and the full and faithful performance of the mutual promises, conditions, and covenants herein set forth, and other good and

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valuable consideration, the receipt and sufficiency of which is acknowledged by the Town and Mitchelville, the Parties hereto agree as follows:

ARTICLE 1

1.1. **The Property:** The improved real property leased by Mitchelville pursuant hereto is known and described as follows:

PARCEL 1

All that certain piece, parcel or lot of land lying above the mean high water line of Port Royal Sound and the marshes of Fish Haul Creek, containing 16.481 acres, more or less, and which is more particularly shown and described on the Plat thereof entitled "16.481 AC. PARCEL, FISH HAUL PLANTATION FISH HAUL CREEK AND PORT ROYAL SOUND HILTON HEAD ISLAND BEAUFORT COUNTY SOUTH CAROLINA", prepared by Millard A. Dunham, P. L. S., and which is recorded in the Office of the Register Of Deeds for Beaufort County, South Carolina, in Plat Book 63 at Page 93.

PARCEL 2

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.008 acres, more or less, shown and described as "3.00 ACRES" on that certain plat entitled "A Plat of the Property of Dr. J. H. Brewton" prepared by Richardson & Associates, Jerry L. Richardson, S.C.R.L.S. 4784, dated September 5, 1973, and which is recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 22 at Page 100.

PARCEL 3

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 8.458 acres, more or less, shown and described as "PARCEL 'B'" on that certain plat entitled "Plat --Parcels A, B & C", prepared by Freiesleben-Yerkes, Inc., E. H. Freiesleben, S.C.R.L.S. 4624, dated July 20, 1979, as revised, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 29 at Page 117.

AND ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.119 acres more or less, shown and described as "35' ACCESS EASEMENT" on the Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 29 at Page 117.

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SAVE AND EXCEPT, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 0.100 acre, more or less, being a portion of that property shown and described as "PROPOSE EASEMENT TRADE" on the Plat recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 29 at Page 117.

### PARCEL 4

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 5.00 acres, more or less, shown and described as "PARCEL 'C'" on that certain plat entitled "Plat --Parcels A, B & C" prepared by Freiesleben-Yerkes, Inc., E. H. Freiesleben, S.C.R.L.S. 4624, dated July 20, 1979, as revised, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 29 at Page 117.

Parcels 1, 2, 3, and 4 described above, previously referred to as Fish Haul Creek Park, are known generally as "Historic Mitchelville Freedom Park", Beaufort County PIN R510-005-000-0208-0000, and are collectively referred to herein as the "Property".

**1.2. Mitchelville Accepts the Property "As Is":** Mitchelville represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property "as is", and without recourse to or against the Town as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Town have any liability to Mitchelville for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. Mitchelville accepts this limitation on the Town's liability and acknowledges that this limitation of the Town's liability is a material term of this Lease without which the Town would not have entered into this Lease.

**1.3. The Property to Continue as a Public Park:** Mitchelville acknowledges that the Property is, as of the date of the commencement of this Lease, a public park. Mitchelville acknowledges and accepts that the Property shall at all times of normal daily operations during the term of this Lease remain open as a public park, with the public's right to enter the Property for parking and use of the amenities of the public park and access to the marshes of Fish Haul Creek and Port Royal Sound being preserved.

## Exhibit B

- (a) **Certain Restrictions Permitted:** The foregoing language of Article 1.3 notwithstanding, Mitchelville shall be permitted to restrict the public's access to any portion of the Property during times when and where construction activity or any other similar hazardous work is being undertaken by Mitchelville.
- (b) **Events Permitted:** The foregoing language of Article 1.3 shall not be interpreted to prevent Mitchelville from holding events from time to time at the Property for which a charge or admission fee must be paid by any person attending the event. Access to the Property may be restricted by Mitchelville to those persons paying the applicable charge or admission fee with approval by the Town Manager or his designee.

1.4. **Application of Laws and Other Matters:** This Lease is made by the Town and accepted by Mitchelville subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future.

1.5. **No Other Interest in Real Property Created:** Other than the leasehold interest established by this Lease, Mitchelville shall have no interest in the Property.

1.6. **Rent:** Mitchelville shall pay to the Town Rent in the sum of One Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

1.7. **National Park Service Designation:** The Town and Mitchelville acknowledge and agree that the Town and/or Mitchelville may seek and apply for the Property and/or Mitchelville's use thereon to become part of the National Park Service Reconstruction Era Monument (or similar designation). The Parties agree to cooperate and work in good faith to achieve this designation, including but not limited to executing any necessary easements, agreements or the like.

## ARTICLE 2

2.1. **Effective Date:** The "Effective Date" of this Lease shall be the date upon which the duly authorized officials of the Town execute and deliver this Lease to Mitchelville.

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ARTICLE 3

**3.1. Limited Obligation of the Town:** The Town shall not be required to furnish, and has no obligation to furnish, to Mitchelville any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

**3.2. Utilities and Other Services:** Mitchelville shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Mitchelville.

**3.3. Mitchelville is Responsible for the Payment of all Expenses:** Mitchelville shall be solely responsible for the payment of any and all costs, expenses, and charges for any utility or other service, including water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services that are used, rendered, or supplied to or upon the Property or in connection with Mitchelville's use of the Property, and *ad valorem* real property taxes (including but not limited to stormwater utility (SWU) fees), if any.

**3.4. Indemnification and Hold Harmless:** Mitchelville shall indemnify and hold the Town harmless from any claims for loss, damage, or liability, including reasonable attorney's fees and costs incurred by the Town in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Mitchelville and Mitchelville's operation thereon, or arising from any act or omission of Mitchelville with respect to the exercise of Mitchelville's rights hereunder; provided, however, in no event will Mitchelville indemnify or hold harmless the Town for acts or omissions of the Town or its employees or agents.



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ARTICLE 4

**4.1. Construction of Improvements or Facilities on the Property Prior to Approval of Master Plan and Business Plan by Town Council:**

- (a) Prior to approval by the Town Council of the Town (the “Town Council”) of the Master Plan (as defined in Article 4.2) and the Business Plan (as defined in Article 4.3), and before undertaking construction of any improvements or facilities on the Property, Mitchelville shall submit to the Town Council for review and approval the plans and specifications of the proposed improvements or facilities, as well as information describing how Mitchelville will fund such construction and related operations. The Town Council may approve or disapprove all or any part of the proposed improvements or facilities as the Town Council, in its sole discretion, may deem advisable.
- (b) Any proposed improvements or facilities on the Property must be substantially in furtherance of the operation of a cultural and historical museum on the Property.
- (c) Any proposed improvements or facilities on the Property shall, in addition to approval by the Town Council, be subject to all applicable provisions of the Land Management Ordinance of the Town (the “LMO”), any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances, or regulations. Approval of any proposed improvements or facilities on the Property by the Town Council, in and of itself, shall not constitute an authorization to commence any work at the Property for which any other approval or permit of any nature is required.
- (d) The provisions of this Article 4.1 shall be inapplicable after the Master Plan is approved by Town Council as described below in Article 4.2.

**4.2. The Master Plan:** Prior to undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy, Mitchelville shall prepare a Master Plan providing the details of the development, use, and operation of the Property as a cultural and historical museum

## Exhibit B

and the development of the amenities on the Property substantially in furtherance of the operation of a cultural and historical museum (the “Master Plan”), and shall submit the Master Plan to the Town Council for review and approval. The Town Council may approve or disapprove all or any part of the Master Plan, as the Town Council, in its sole discretion, may deem advisable. Town Council approval of the Master Plan is a pre-condition to Mitchelville undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy. Mitchelville shall submit its Master Plan as required herein and obtain the approval of the Town Council of the Master Plan within four (4) years after the Effective Date of this Lease.

- (a) **Amendments to the Master Plan:** Any proposed Material Amendments to the Master Plan shall be submitted to the Town Council for review and approval, which the Town Council may, in its reasonable discretion, approve or disapprove all of any part of. As used in this Article 4.2(a), a “Material Amendment to the Master Plan” shall mean any departure from the proposed uses and densities shown on the Master Plan as previously approved by the Town Council. Any amendments to the Master Plan that are not Material Amendments shall be subject to review and approval of the Town Manager of the Town or his or her designee, which approval shall not be unreasonably withheld. The Town Manager may, but is not obligated to, submit any amendments to the Master Plan that are not Material Amendments to the Town Council for review and approval. Matters related to site planning shall be handled through the Development Review process as established in the LMO and shall not be considered Material Amendments to the Master Plan. All amendments to the Master Plan (whether Material Amendments or not) shall be subject to all applicable provisions of the LMO, any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances or regulations.
- (b) **Other Approvals Required:** The Master Plan and any Material Amendments to the Master Plan shall, in addition to approval by the Town Council, be subject to all applicable provisions of the Land Management Ordinance of the Town, any applicable State, Federal or

## Exhibit B

local statutes, ordinances or regulations. Approval of the Master Plan by Town Council, in and of itself, shall not constitute any authorization to commence any work at the Property for which any other approval or permit of any nature is required.

**4.3. The Business Plan:** Prior to undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy, Mitchelville shall develop a long-range Business Plan for the operation of a cultural and historical museum and for the funding of the capital improvements and other amenities to be built at the Property (the "Business Plan"), and shall submit the same to Town Council for its review and approval. The Town Council may approve or disapprove all or any part of the Business Plan, as the Town Council, in its sole discretion, may deem advisable. Town Council approval of the Business Plan is a pre-condition to Mitchelville undertaking construction of (1) any improvements or facilities on the Property costing in excess of Four Hundred Thousand Dollars (\$400,000.00), or (2) any permanent structure on the Property which is enclosed (containing heating, ventilation, and air conditioning) and intended for public occupancy. Mitchelville shall submit its Business Plan as required herein and obtain the approval of the Town Council of the Business Plan within four (4) years after the Effective Date of this Lease.

**4.4. Permitted Use:** Mitchelville may use the Property for the following purposes (hereinafter, each a "Permitted Use"): establishing, building, and operating a cultural and historical museum and ancillary and related uses, and any manner consistent with the Master Plan approved by the Town Council.

**4.5. General Management:** Mitchelville shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the term of this Lease. Without limiting the generality of the foregoing, Mitchelville shall have the following rights and duties with respect to the use, management, and operation of the Property:

- (a) **Determination of Policies:** To determine and carry out policies relating to primary and ancillary activities and services offered by Mitchelville, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property.

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- (b) **Financing:** To have, in its sole discretion, the right to obtain financing utilizing as collateral any fixtures or personal property that Mitchelville has or may acquire;
- (c) **Improvement of Property:** To erect, establish, maintain, modify, build, construct, or remove trails, paths, private use antennae, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, and other such things in furtherance of the use and operation of the Property by Mitchelville;
- (d) **Compliance with Permitted Use:** In general, to act in accordance with the Permitted Use.

### 4.6. **Financial Statements:**

- (a) Mitchelville shall cause a financial statement to be prepared each year at the conclusion of Mitchelville's fiscal year by an entity independent of, and unconnected to, Mitchelville. Mitchelville's fiscal year ends on December 31 of each calendar year. Mitchelville shall deliver a copy of its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.
- (b) Mitchelville shall submit an annual operating budget to the Town. The submission of this budget shall coincide with the Town's annual budget process. The Town Manager shall inform Mitchelville of the procedures to be followed in regard to the budgeting process.
- (c) Mitchelville shall provide the Town with an annual independent audit report or review report prepared by a Certified Public Accountant (CA) acceptable to the Town. An annual report shall be submitted no less than every third year.
- (a) Upon request of the Town, Mitchelville shall make its financial books and records available to the Town for Review. The Town shall give Mitchelville written notice of its intention to review Mitchelville's financial books and records. Mitchelville shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.

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**4.7. Other Improvements to the Property Permitted:** Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Mitchelville shall have the right to make such improvements as are approved by the Town Council or included in the Master Plan approved by the Town Council, at the sole cost and expense of Mitchelville.

**4.8. Building Permits:** Prior to submitting an application for any building permit in an amount greater than Fifty Thousand and no/100 (\$50,000.00) Dollars for construction on the Property, Mitchelville shall provide the Town Manager with an executed Irrevocable Bank Letter of Credit in favor of the Town, in an amount equal to the cost of construction as shown in the application for the building permit, or other document deemed satisfactory by the Town Manager, confirming that funds in such amount are available and reserved for the purpose of such construction, which Irrevocable Bank Letter of Credit or other documents shall permit the Town to utilize such funds in such amount, less funds expended for the purpose of construction described in the application for building permit and for which Mitchelville has produced executed lien waivers from the contractors, sub-contractors, and material-men involved, to complete the construction described in the application for the building permit and to pay any claims made by contractors, laborers, or materialmen, but only in the event of any failure by Mitchelville to complete the structure described in the application for the building permit or to pay contractors, laborers, or material men.

- (a) **Contract Splitting Prohibited:** Mitchelville may not split or incrementalize construction contracts or building permit applications in order to keep projects below the Fifty Thousand and no/100 (\$50,000.00) Dollar threshold set forth above.
- (b) **Increases in Cost of Project:** If the cost of any project undertaken by Mitchelville is increased by more than ten (10%) percent of the original contract price as shown on the original application for the building permit through changes, overruns, or otherwise, Mitchelville shall increase the amount of the Irrevocable Bank Letter of Credit or other document so as to be in an amount sufficient to cover the increased cost.

**4.9. Permits:** It shall be the sole responsibility of Mitchelville to procure and pay for any required municipal, state, federal, or other governmental permits and

## Exhibit B

authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Mitchelville's occupation and use of the Property. The Town will provide "owner's authorizations" indicating the Town's consent to any permit being sought by Mitchelville where such "owner's consent" is required under any applicable permitting regulations. The delivery of such "owner's consent" by the Town shall not be deemed a waiver of any applicable development standard or zoning or other requirements.

**4.10. Mechanic's or Other Liens Prohibited:** Mitchelville shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Mitchelville. If any such lien is filed, Mitchelville shall promptly cause the same to be released of record or bonded off, and shall further indemnify and hold the Town harmless from any costs or expenses, damages, suits, or reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

**4.11. Maintenance of the Property and Compliance with Laws:** During the term of this Lease, Mitchelville shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.

**4.12. Rules, Regulations, and Restrictions:** Mitchelville shall at all times during the term of this Lease:

- (a) **Maintenance of the Property and Improvements:** In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease;
- (b) **Storage of Hazardous Substances Prohibited:** Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the

## Exhibit B

personal property thereon, Mitchelville shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a "Hazardous Substance" under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Mitchelville shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Mitchelville;

- (c) **Compliance with Laws:** Comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Mitchelville's use thereof;
- (d) **Waste Dumping or Disposal Prohibited:** Refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance;
- (e) **Waste Storage Prohibited:** Refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance;
- (f) **Waste and Nuisances:** Refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property;
- (g) **Compliance with Restrictive Covenants and Local Ordinances:** Maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property

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and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.

- (h) **Sustainability:** Develop strategies that are consistent with the Town's published and defined goals on sustainability. In so doing, consideration shall be given to balancing environmental, economic and social impacts.

4.13. **Additional Rules:** In addition to the foregoing, Mitchelville shall at all times during the term hereof comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation so made shall not be inconsistent with any part of this Lease, and shall not unreasonably interfere with Mitchelville's use and enjoyment of the Property.

4.14. **Town's Waiver of Interest in Personal Property:** The Town waives any right, title, or interest in any and all equipment, displays, furniture, fixtures, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Mitchelville; and, said property shall, at all times, remain the property of Mitchelville, such entity that has loaned the property to Mitchelville, or such entity that has leased the property the Mitchelville. The Town further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Mitchelville.

## ARTICLE 5

5.1. **Initial Term of This Lease:** Subject to Articles 5.2, 5.4, and 10.1 below, the term of this lease shall be for a period of Forty Five (45) years, with such term commencing on April 18, 2017, and ending on April 18, 2062 (the "Initial Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by Mitchelville, or unless sooner terminated pursuant to the terms hereof.

5.2. **Renewal of Terms of Lease:** Unless this Lease is sooner terminated pursuant to the terms hereof, at the end of the Initial Lease Term, this Lease shall automatically renew for successive periods of Twenty Five (25) years (hereinafter, each a "Renewal Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, unless either Party hereto shall give the other a Notice of Termination as set forth in Article 5.3 below.



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5.3. **Termination of this Lease:** The initial term of this lease shall expire on April 18, 2062 (hereinafter, the "Initial Termination Date"). The first Renewal Lease Term shall expire Twenty Five (25) years from the date of the Initial Termination Date, and subsequent Renewal Lease Terms shall expire each following twenty-five (25) year period. If either Party hereto gives the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Initial Termination Date or the end of any Renewal Lease Term, then this Lease shall expire on the Initial Termination Date or at the end of the applicable Renewal Lease Term, as the case may be.

5.4. **Ordinance Required:** This Lease is contingent upon the adoption of an Ordinance by the Town authorizing the execution and delivery of the Lease.

5.5. **Termination on Failure of Conditions:** If the condition stated in Article 5.4 does not occur before December 21, 2017, then this Lease shall automatically terminate, and neither Party hereto shall have any further rights or obligations hereunder.

5.6. **Termination on Failure of Approval of Master Plan or Business Plan:** Notwithstanding any provision in this Lease to the contrary, this Lease shall automatically terminate in the event that either the Master Plan (described above in Article 4.2) is not approved by Town Council for the Town within four (4) years after the Effective Date of this Lease or Business Plan (described above in Article 4.3) is not approved by Town Council for the Town within four (4) years after the Effective Date of this Lease. Upon such termination, Mitchelville shall restore, within sixty (60) days after such termination, any part of the Property which has been altered by Mitchelville and which (1) has not been maintained in a reasonably safe, neat, clean, and ordinary manner, or (2) is in a state of disrepair or in an unkempt state, or (3) consists of trash, rubbish, debris, or related items, to its state which existed immediately prior to the Effective Date of this Lease. Town Council, in its sole discretion, may choose to extend, modify, waive or extinguish this 4-year deadline by adoption of an Ordinance prior to the 4-year deadline.

## ARTICLE 6

6.1. **Quiet Enjoyment:** The Town hereby covenants that Mitchelville shall, during the Lease terms, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Town shall not interfere with the

## Exhibit B

quiet use and enjoyment of the Property by Mitchelville during the Lease Term, so long as the Initial Lease Term or any Renewal Lease Term shall be in effect and all obligations of Mitchelville hereunder, have been fulfilled.

### ARTICLE 7

7.1. **Required Property Insurance:** During the Initial Lease Term and any Renewal Lease Term, Mitchelville shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. The Town shall be named as an additional insured on this policy or these policies.

7.2. **Required Liability Insurance:** During the Initial Lease Term and any Renewal Lease Term, Mitchelville shall maintain in full force and effect comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Mitchelville with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Mitchelville. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Mitchelville of the hold harmless and indemnity provisions set forth in Article 3.4 of this Lease.

7.3. **Policy Form:** All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of South Carolina, and shall be issued in the names of the Town, Mitchelville, and such other persons or firms as the Town reasonably specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, Mitchelville, and others hereinabove mentioned, and executed copies of such policies of insurance or certifications thereof shall be delivered to the Town within ten (10) days after delivery of possession of the Property to Mitchelville and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that the Town, although name as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason

## Exhibit B

of the negligence of Mitchelville. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Mitchelville in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give the Town twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty shall be written as primary policies, not contributing with and not in excess of coverage that the Town may carry.

**7.4. Town May Obtain Insurance:** In lieu of Mitchelville procuring and maintaining insurance required by this Article 7, the Town may, in its sole discretion at any time and from time to time with reasonable notice to Mitchelville, choose to procure and maintain all or any part of the insurance required by this Article 7, and pay any premiums therefor, in which even Mitchelville shall repay the Town all sums so paid by the Town within ten (10) days following the Town's written demand to Mitchelville for such payment.

**7.5. Failure of Mitchelville to Obtain Insurance:** If Mitchelville fails to procure or maintain any insurance required by this Article 7, or fails to carry insurance required by law or governmental regulations, then the Town may, but without obligation to do so, at any time and from time to time without notice, procure such insurance and pay the premiums therefor, in which event Mitchelville shall repay the Town all sums so paid by the Town, together with interest thereon as provided in Article 11 hereof, and any incidental costs or expenses incurred by the Town in connection therewith, within ten (10) days following the Town's written demand to Mitchelville for such payment.

**7.6. Additional Insurance:** Mitchelville may, but is not required to, obtain additional insurance beyond what is required by Article 7, including but not limited to contents, business interruption, and abuse/molestation insurance.

## ARTICLE 8

**8.1. Assignment Prohibited:** This Lease shall not be assigned by Mitchelville.

**8.2. Sublease of the Property:** Mitchelville shall not sublet any part of the Property, without the prior written approval of the Town Manager acknowledging that the sublease complies with the Permitted Use, which approval by the Town Manager shall not be unreasonably withheld. For the purpose of this Lease, a sublease of the Property is any lease by Mitchelville of any part of the Property to a third party for a

Exhibit B

period that exceeds six (6) months. Any sublease must be in keeping with the Permitted Use. Nothing herein prohibits Mitchelville from contracting with subcontractors, licensees, vendors, or others in furtherance of the Permitted Use.

**8.3. Other Encumbrances Prohibited:** Mitchelville shall not grant any easements, licenses, or rights-of-way encumbering, or enter into any agreement which would in any way affect or encumber, the title to the Property; provided, however, that the Town, as the Property owner, agrees to grant to Mitchelville or others, as the case may be, any easements, licenses, or rights-of-way that are necessary for Mitchelville to use the Property in accordance with, and in furtherance of, the Permitted Use, such as any easements, licenses, or rights-of-way for utility lines, on terms that are reasonably acceptable to the Town. If any request of Mitchelville contemplated in this Article 8 requires the adoption of an ordinance or other legislation, the failure of the Town to adopt any such ordinance or legislation shall not be deemed a breach of this Lease.

ARTICLE 9

**9.1. Notices:** All notices, certificates, or other communications required hereunder shall be deemed delivered when delivered in person, or mailed by regular first class mail, postage prepaid, addressed as follows, or to such other addresses as may be designated, in writing, by the Parties:

To the Town:	TOWN OF HILTON HEAD ISLAND Town Manager One Town Center Court Hilton Head Island, SC 29928
With copy to:	TOWN OF HILTON HEAD ISLAND Legal Department One Town Center Court Hilton Head Island, SC 29928
To Mitchelville:	Historic Mitchelville Freedom Park, Inc. Ms. Shirley Peterson P.O. Box 21758 Hilton Head Island, SC 29925
With copy to:	Chester C. Williams, Esq. Law Office of Chester C. Williams, LLC 17 Executive Park Road, Suite 2 PO Box 6028 Hilton Head Island, SC 29938-6028

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ARTICLE 10

10.1. **Events of Default Defined:** The following shall be Events of Default under this Lease:

- (a) **Failure to Observe Requirements:** The failure of Mitchelville or the Town to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- (b) **Dissolution of Mitchelville:** The dissolution, termination, or liquidation of Mitchelville, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Mitchelville or against Mitchelville, or any change in the tax-exempt, not-for-profit status of Mitchelville.
- (c) **Abandonment of the Property:** The abandonment of the Property by Mitchelville, or the discontinuance of operations at the Property by Mitchelville.
- (d) **Use Inconsistent with this Lease or the Permitted Use:** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Master Plan, or this Lease without the approval of the Town Council.
- (e) **Failure to Pay Amounts Due:** The failure to pay any sum due to the Town by Mitchelville under any provision of this Lease.
- (f) **Failure to Submit the Master Plan:** The failure of Mitchelville to submit the Master Plan to the Town Council for review and approval within four (4) years of the Effective Date hereof, as required in Article 4.2 of this Lease.

## Exhibit B

- (g) **Failure to Submit the Business Plan:** The failure of Mitchelville to submit the Business Plan to the Town for review and approval within four (4) years of the Effective Date hereof as required in Article 4.3 of this Lease.

10.2. **Remedies on Default:** Whenever any Event of Default described in Article 10.1 of this Lease shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If the Town is the non-defaulting party, it may give notice to Mitchelville to vacate the Property, and may thereafter evict Mitchelville from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand, either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Town of its rights under this Article 10 cause Mitchelville to be relieved of any of its obligations set forth in this Lease.

10.3. **No Remedy Exclusive:** No remedy conferred upon or reserved to the Parties is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Parties.

10.4. **Waivers:** If any agreement contained herein is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

10.5. **Agreement to Pay Attorney's Fees and Expenses:** If either Party hereto defaults under any of the provisions hereof, and the non-defaulting Party employs attorneys, or incurs other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the defaulting Party, the defaulting Party agrees that it shall pay, on demand, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party in the enforcement of its rights hereunder.

10.6. **Discontinuance of Proceedings:** In case either Party hereto has proceeded to enforce any right under this Lease, and such proceedings shall have been

## Exhibit B

discontinued or abandoned for any reason, then and in every such case the Town and Mitchelville shall be restored respectively to their several positions and rights hereunder, and all rights, obligations, remedies, and powers of the Town and Mitchelville shall continue as though no such proceeding had been taken.

### ARTICLE 11

**11.1. Interest on Past Due Obligations:** Whenever under any provisions of this Lease Mitchelville shall be obligated to make any payment or expenditure to the Town, or to do any act or thing, or to incur any liability whatsoever, and Mitchelville fails, refuses, or neglects to perform as herein required, the Town shall be entitled, but shall not be obligated, to make any such payment or expenditure, or do any such act or thing, or to incur any such liability, all on behalf and at the cost and for the account of Mitchelville, and in such event the amount thereof with interest thereon as hereinafter provided shall be deemed due upon demand for payment thereof by the Town. Any amount due from Mitchelville to the Town under this Lease which is not paid when due shall bear interest at the Applicable Federal Rate as established by the Internal Revenue Service from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Mitchelville under this Lease.

### ARTICLE 12

**12.1. Binding Effect:** This Lease shall inure to the benefit of and shall be binding upon Mitchelville and the Town.

**12.2. Amendment, Changes, and Modifications:** Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of both Parties hereto.

**12.3. Severability:** If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**12.4. Execution in Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Exhibit B

12.5. **Applicable Law:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

12.6. **Captions:** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

12.7. **Recording:** Either Party may record a short form memorandum of this Lease in the Office of the Register of Deeds for Beaufort County, South Carolina.

12.8. **No Agency:** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Town and Mitchelville other than that which is expressly stated herein. No employee, volunteer, or agent of Mitchelville shall be considered an employee or agent of the Town for any purpose whatsoever and none shall have any status, right or benefit of employment with Town.

12.9. **Plural/Singular:** Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

12.10. **No Third Party Beneficiaries:** The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and not for the benefit of any third party who is not a signature Party hereto. No person or entity other than the Town and Mitchelville shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

(SIGNATURE PAGES FOLLOW)



Exhibit B

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this \_\_\_\_\_ Day of \_\_\_\_\_, 2019.

**WITNESSES:**

**THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
John McCann, Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_ (L.S.)  
Stephen G. Riley, ICMA-CM  
Town Manager

**WITNESSES:**

**HISTORIC MITCHELVILLE FREEDOM PARK, INC.**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
Shirley Peterson, President

\_\_\_\_\_

Attest: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_, Secretary



# **TOWN OF HILTON HEAD ISLAND**

*Community Development Department*

**TO:** Stephen G. Riley, CM, Town Manager  
**VIA:** Shawn Colin, AICP, *Director of Community Development*  
**VIA:** Jennifer Ray, *Deputy Director of Community Development*  
**FROM:** Emily Sparks, *Project Lead*  
**DATE:** March 7, 2019  
**SUBJECT:** Lease of property adjacent to Zion Chapel of Ease to Heritage Library

---

Town Council made no changes to Proposed Ordinance 2019-10 as a result of the meeting on March 5, 2019.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE WITH THE HERITAGE LIBRARY FOUNDATION, RELATED TO THE LEASE OF REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 (SUPP. 2012), AND SEC. 2-3-30, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hilton Head Island, South Carolina (“Town”), owns one or more parcels of real property known as Beaufort County R510 008 000 0017 0000 (“Property”); and

**WHEREAS**, the Town desires to lease the Property to Heritage Library Foundation, (“Heritage”), for the operation of a publicly-accessible history park in the Town of Hilton Head Island in accordance with that certain Lease attached hereto as Exhibit “A”; and

**WHEREAS**, on January 28, 2019, the Public Facilities Committee met and voted unanimously to forward a recommendation to Town Council to approve the lease of the Town owned property to Heritage; and

**WHEREAS**, the Town Council for the Town has determined that it is in the best interests of the Town to enter into a Lease with Heritage for the operation of a publicly-accessible history park in the Town of Hilton Head Island in substantial conformance with the attached Exhibit “A”.

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

**Section 1 - Execution, Delivery and Performance of Lease.**

(a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Lease in substantial conformance with the attached Exhibit “A”; and

(b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the performance of the Town's obligations under the terms and conditions of the Lease.

**Section 2 - 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 3 - Effective Date.**

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

(SIGNATURE PAGE FOLLOWS)

**PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF  
HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2019.**

\_\_\_\_\_  
John McCann, Mayor

ATTEST:

\_\_\_\_\_  
Krista Wiedmeyer, Town Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

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

Introduced by Council Member: \_\_\_\_\_

**EXHIBIT A**

**A LONG TERM LEASE**

**BY AND BETWEEN**

**THE TOWN OF HILTON HEAD ISLAND, SOUTH  
CAROLINA,**

**AND**

**HERITAGE LIBRARY FOUNDATION**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

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## ARTICLE 1

1.1. **The Property:** The improved real property leased by Heritage pursuant hereto is known and described as follows:

All that certain piece, parcel or lot of land containing 1.38 acre, more or less, and more particularly shown as “Marshes of Broad Creek, 42,409 Sq. Ft., 0.97 Ac.” on that certain plat of survey entitled “A Boundary Plat of Tax Parcel 510-8-17, 1.38 Acres, Located on Matthews Drive & U.S. Highway 278” dated July 31, 1998, and prepared by Connor and Associates, Inc. Matthew M. Crawford, South Carolina Registered Land Surveyor Number 9756, which plat has been recorded in the Registry of Deeds for Beaufort County, South Carolina in Plat Book 76 at Page 29.

The parcel described above is known as Beaufort County R510 008 000 0017 0000, and is referred to herein as the “Property”.

1.2. **Heritage Accepts the Property “As Is”:** Heritage represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property “as is”, and without recourse to or against the Town as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Town have any liability to Heritage for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. Heritage accepts this limitation on the Town’s liability and acknowledges that this limitation of the Town’s liability is a material term of this Lease without which the Town would not have entered into this Lease.

1.3. **Application of Laws and Other Matters:** This Lease is made by the Town and accepted by Heritage subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future.

1.4. **No Other Interest in Real Property Created:** Other than the leasehold interest established by this Lease, Heritage shall have no interest in the Property.

1.5. **Rent:** Heritage shall pay to the Town Rent in the sum of One Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

## ARTICLE 2

2.1. **Effective Date:** The “Effective Date” of this Lease shall be the date upon which the duly authorized officials of the Town execute and deliver this Lease to Heritage.

## ARTICLE 3

3.1. **Limited Obligation of the Town:** The Town shall not be required to furnish, and has no obligation to furnish, to Heritage any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

3.2. **Utilities and Other Services:** Heritage shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Heritage.

3.3. **Heritage is Responsible for the Payment of all Expenses:** Heritage shall be solely responsible for the payment of any and all costs, expenses, and charges for any utility or other service, including water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services that are used, rendered, or supplied to or upon the Property or in connection with Heritage’s use of the Property, and *ad valorem* real property taxes (including but not limited to stormwater utility (SWU) fees), if any.

3.4. **Indemnification and Hold Harmless:** Heritage shall indemnify and hold the Town harmless from any claims for loss, damage, or liability, including reasonable attorney’s fees and costs incurred by the Town in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Heritage and Heritage’s operation thereon, or arising from any act or omission of Heritage with respect to the exercise of Heritage’s rights hereunder; provided, however, in no event will Heritage indemnify or hold harmless the Town for acts or omissions of the Town or its employees or agents.

## ARTICLE 4

### 4.1. **Construction of Improvements or Facilities on the Property:**

- (a) Any proposed improvements or facilities on the Property must be substantially in furtherance of the operation of a publicly-accessible history park on the Property as depicted in the Conceptual Site Plan (dated March 15, 2018) attached hereto as Exhibit C.
- (b) Any proposed improvements or facilities on the Property shall, in addition to approval by the Town Council or its designated agents, be subject to all applicable provisions of the Land Management Ordinance of the Town (the "LMO"), any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances, or regulations. Approval of any proposed improvements or facilities on the Property by the Town Council, in and of itself, shall not constitute an authorization to commence any work at the Property for which any other approval or permit of any nature is required.

4.2. **Permitted Use:** Heritage may use the Property for the following purposes (hereinafter, each a "Permitted Use"): operation as a public park; and establishing parking areas, a visitor pavilion with interpretive signage, a replica militia muster house, improvement of vehicular traffic ingress and egress, accessibility to Town of Hilton Head Island pathways, a wood dock/observation platform, a viewing platform/overlook, and any manner consistent with the Project Description entitled "Saint Luke's Parish Zion Chapel of Ease History Park Project Description" attached hereto as Exhibit B approved by the Town Council on \_\_\_\_\_, 2019.

4.3. **General Management:** Heritage shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the term of this Lease. Without limiting the generality of the foregoing, Heritage shall have the following rights and duties with respect to the use, management, and operation of the Property:

- (a) **Determination of Policies:** To determine and carry out policies relating to primary and ancillary activities and services offered by Heritage, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property.

- (b) **Financing:** To have, in its sole discretion, the right to obtain financing utilizing as collateral any fixtures or personal property that Heritage has or may acquire;
- (c) **Improvement of Property:** To erect, establish, maintain, modify, build, construct, or remove trails, paths, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, visitor pavilions, historic replicas, and other such things in furtherance of the use and operation of the Property by Heritage;
- (d) **Compliance with Permitted Use:** In general, to act in accordance with the Permitted Use.

4.4. **Financial Statements:** Heritage shall cause a financial statement to be prepared each year at the conclusion of Heritage's fiscal year by an entity independent of, and unconnected to, Heritage. Heritage's fiscal year ends on December 31 of each calendar year. Heritage shall deliver a copy of its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.

- (a) **Accounts Review:** Upon request of the Town, Heritage shall make its financial books and records available to the Town for Review. The Town shall give Heritage written notice of its intention to review Heritage's financial books and records. Heritage shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.

4.5. **Other Improvements to the Property Permitted:** Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Heritage shall have the right to make such improvements as are approved by the Town Council, at the sole cost and expense of Heritage.

4.6. **Building Permits:** Prior to submitting an application for any building permit in an amount greater than Fifty Thousand and no/100 (\$50,000.00) Dollars for construction on the Property, Heritage shall provide the Town Manager with an executed Irrevocable Bank Letter of Credit in favor of the Town, in an amount equal to the cost of construction as shown in the application for the building permit, or other document deemed satisfactory by the Town Manager, confirming that funds in such

amount are available and reserved for the purpose of such construction, which Irrevocable Bank Letter of Credit or other documents shall permit the Town to utilize such funds in such amount, less funds expended for the purpose of construction described in the application for building permit and for which Heritage has produced executed lien waivers from the contractors, sub-contractors, and material-men involved, to complete the construction described in the application for the building permit and to pay any claims made by contractors, laborers, or material men, but only in the event of any failure by Heritage to complete the structure described in the application for the building permit or to pay contractors, laborers, or material men.

- (a) **Contract Splitting Prohibited:** Heritage may not split or incrementalize construction contracts or building permit applications in order to keep projects below the Fifty Thousand and no/100 (\$50,000.00) Dollar threshold set forth above.
- (b) **Increases in Cost of Project:** If the cost of any project undertaken by Heritage is increased by more than ten (10%) percent of the original contract price as shown on the original application for the building permit through changes, overruns, or otherwise, Heritage shall increase the amount of the Irrevocable Bank Letter of Credit or other document so as to be in an amount sufficient to cover the increased cost. The Town may waive this requirement at its discretion by written acknowledgement.

4.7. **Permits:** It shall be the sole responsibility of Heritage to procure and pay for any required municipal, state, federal, or other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Heritage's occupation and use of the Property. The Town will provide "owner's authorizations" indicating the Town's consent to any permit being sought by Heritage where such "owner's consent" is required under any applicable permitting regulations. The delivery of such "owner's consent" by the Town shall not be deemed a waiver of any applicable development standard or zoning or other requirements.

4.8. **Mechanic's or Other Liens Prohibited:** Heritage shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Heritage. If any such lien is filed, Heritage shall promptly cause the same to be released of record or bonded off, and shall further indemnify and hold the Town harmless from any costs or expenses, damages, suits, or

reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

4.9. **Maintenance of the Property and Compliance with Laws:** During the term of this Lease, Heritage shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.

4.10. **Rules, Regulations, and Restrictions:** Heritage shall at all times during the term of this Lease:

- (a) **Maintenance of the Property and Improvements:** In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease;
- (b) **Storage of Hazardous Substances Prohibited:** Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the personal property thereon, Heritage shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a "Hazardous Substance" under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Heritage shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Heritage;



- (c) **Compliance with Laws:** Comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Heritage's use thereof;
- (d) **Waste Dumping or Disposal Prohibited:** Refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance;
- (e) **Waste Storage Prohibited:** Refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance;
- (f) **Waste and Nuisances:** Refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property;
- (g) **Compliance with Restrictive Covenants and Local Ordinances:** Maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.
- (h) **Sustainability:** Develop strategies that are consistent with the Town's published and defined goals on sustainability. In so doing, consideration shall be given to balancing environmental, economic and social impacts.

4.11. **Additional Rules:** In addition to the foregoing, Heritage shall at all times during the term hereof comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation so made shall not be inconsistent with any part of this Lease, and shall not unreasonably interfere with Heritage's use and enjoyment of the Property.

4.12. **Town's Waiver of Interest in Personal Property:** The Town waives any right, title, or interest in any and all equipment, displays, furniture, fixtures, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Heritage; and, said property shall, at all times, remain the property of Heritage, such entity that has loaned the property to Heritage, or such entity that has leased the property the Heritage. The Town further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Heritage.

## ARTICLE 5

5.1. **Initial Term of This Lease:** Subject to Articles 5.2, 5.4, and 10.1 below, the term of this lease shall be for a period of Forty Five (45) years, with such term commencing on \_\_\_\_\_ 2019, and ending on \_\_\_\_\_, 2064 (the "Initial Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by Heritage, or unless sooner terminated pursuant to the terms hereof.

5.2. **Renewal of Terms of Lease:** Unless this Lease is sooner terminated pursuant to the terms hereof, at the end of the Initial Lease Term, this Lease shall automatically renew for successive periods of Twenty Five (25) years (hereinafter, each a "Renewal Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, unless either Party hereto shall give the other a Notice of Termination as set forth in Article 5.3 below.

5.3. **Termination of this Lease:** The initial term of this lease shall expire on \_\_\_\_\_, 2064 (hereinafter, the "Initial Termination Date"). The first Renewal Lease Term shall expire Twenty Five (25) years from the date of the Initial Termination Date, and subsequent Renewal Lease Terms shall expire each following twenty-five (25) year period. If either Party hereto gives the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Initial Termination Date or the end of any Renewal Lease Term, then this Lease shall expire on the Initial Termination Date or at the end of the applicable Renewal Lease Term, as the case may be.

5.4. **Ordinance Required:** This Lease is contingent upon the adoption of an Ordinance by the Town authorizing the execution and delivery of the Lease.

5.5. **Termination on Failure of Conditions:** If the conditions stated in Articles 4 and 5.4 do not occur before December 31, 2024, then this Lease shall automatically

terminate, and neither Party hereto shall have any further rights or obligations hereunder.

## ARTICLE 6

6.1. **Quiet Enjoyment:** The Town hereby covenants that Heritage shall, during the Lease terms, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Town shall not interfere with the quiet use and enjoyment of the Property by Heritage during the Lease Term, so long as the Initial Lease Term or any Renewal Lease Term shall be in effect and all obligations of Heritage hereunder, have been fulfilled.

## ARTICLE 7

7.1. **Required Property Insurance:** During the Initial Lease Term and any Renewal Lease Term, Heritage shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. Heritage shall not be required to maintain such insurance on structures such as docks, benches, and picnic sheds. The Town shall be named as an additional insured on this policy or these policies.

7.2. **Required Liability Insurance:** During the Initial Lease Term and any Renewal Lease Term, Heritage shall maintain in full force and effect comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Heritage with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Heritage. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Heritage of the hold harmless and indemnity provisions set forth in Article 3.4 of this Lease.

7.3. **Policy Form:** All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of South Carolina, and shall be issued in the names

of the Town, Heritage, and such other persons or firms as the Town reasonably specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, Heritage, and others hereinabove mentioned, and executed copies of such policies of insurance or certifications thereof shall be delivered to the Town within ten (10) days after delivery of possession of the Property to Heritage and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that the Town, although name as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Heritage. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Heritage in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give the Town twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty shall be written as primary policies, not contributing with and not in excess of coverage that the Town may carry.

7.4. **Failure of Heritage to Obtain Insurance:** If Heritage fails to procure or maintain any insurance required by this Article 7, or fails to carry insurance required by law or governmental regulations, then the Town may, but without obligation to do so, at any time and from time to time without notice, procure such insurance and pay the premiums therefor, in which event Heritage shall repay the Town all sums so paid by the Town, together with interest thereon as provided in Article 11 hereof, and any incidental costs or expenses incurred by the Town in connection therewith, within ten (10) days following the Town's written demand to Heritage for such payment.

## ARTICLE 8

8.1. **Assignment Prohibited:** This Lease shall not be assigned by Heritage.

8.2. **Sublease of the Property:** Heritage shall not sublet any part of the Property, without the prior written approval of the Town Manager acknowledging that the sublease complies with the Permitted Use, which approval by the Town Manager shall not be unreasonably withheld. For the purpose of this Lease, a sublease of the Property is any lease by Heritage of any part of the Property to a third party for a period that exceeds six (6) months. Any sublease must be in keeping with the Permitted Use. Nothing herein prohibits Heritage from contracting with subcontractors, licensees, vendors, or others in furtherance of the Permitted Use.

8.3. **Other Encumbrances Prohibited:** Heritage shall not grant any easements, licenses, or rights-of-way encumbering, or enter into any agreement which would in any way affect or encumber, the title to the Property; provided, however, that the Town, as the Property owner, agrees to grant to Heritage or others, as the case may be, any easements, licenses, or rights-of-way that are necessary for Heritage to use the Property in accordance with, and in furtherance of, the Permitted Use, such as any easements, licenses, or rights-of-way for utility lines, on terms that are reasonably acceptable to the Town. If any request of Heritage contemplated in this Article 8 requires the adoption of an ordinance or other legislation, the failure of the Town to adopt any such ordinance or legislation shall not be deemed a breach of this Lease.

## ARTICLE 9

9.1. **Notices:** All notices, certificates, or other communications required hereunder shall be deemed delivered when delivered in person, or mailed by regular first class mail, postage prepaid, addressed as follows, or to such other addresses as may be designated, in writing, by the Parties:

To the Town: TOWN OF HILTON HEAD ISLAND  
Town Manager  
One Town Center Court  
Hilton Head Island, SC 29928

With copy to: Legal Department  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928

To Heritage: Heritage Library Foundation  
Lou Benfante, President  
2 Corpus Christi  
The Professional Building, Suite 100  
Hilton Head Island, SC 29928

With copy to: Benjamin T. Shelton  
Finger, Melnick & Brooks, P.A.  
35 Hospital Center Commons  
Suite 200  
Hilton Head Island, SC 29926

## ARTICLE 10

10.1. **Events of Default Defined:** The following shall be Events of Default under this Lease:

- (a) **Failure to Observe Requirements:** The failure of Heritage or the Town to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- (b) **Dissolution of Heritage:** The dissolution, termination, or liquidation of Heritage, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Heritage or against Heritage, or any change in the tax-exempt, not-for-profit status of Heritage.
- (c) **Abandonment of the Property:** The abandonment of the Property by Heritage, or the discontinuance of operations at the Property by Heritage.
- (d) **Use Inconsistent with this Lease or the Permitted Use:** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Conceptual Site Plan (dated March 15, 2018), or this Lease without the approval of the Town Council.
- (e) **Failure to Pay Amounts Due:** The failure to pay any sum due to the Town by Heritage under any provision of this Lease.

10.2. **Remedies on Default:** Whenever any Event of Default described in Article 10.1 of this Lease shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If is the Town is the non-defaulting party, it may give notice to Heritage to vacate the Property, and may thereafter evict Heritage from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand,

either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Town of its rights under this Article 10 cause Heritage to be relieved of any of its obligations set forth in this Lease.

10.3. **No Remedy Exclusive:** No remedy conferred upon or reserved to the Parties is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Parties.

10.4. **Waivers:** If any agreement contained herein is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

10.5. **Agreement to Pay Attorney's Fees and Expenses:** If either Party hereto defaults under any of the provisions hereof, and the non-defaulting Party employs attorneys, or incurs other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the defaulting Party, the defaulting Party agrees that it shall pay, on demand, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party in the enforcement of its rights hereunder.

10.6. **Discontinuance of Proceedings:** In case either Party hereto has proceeded to enforce any right under this Lease, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Town and Heritage shall be restored respectively to their several positions and rights hereunder, and all rights, obligations, remedies, and powers of the Town and Heritage shall continue as though no such proceeding had been taken.

## ARTICLE 11

11.1. **Interest on Past Due Obligations:** Whenever under any provisions of this Lease Heritage shall be obligated to make any payment or expenditure to the Town, or to do any act or thing, or to incur any liability whatsoever, and Heritage fails, refuses, or neglects to perform as herein required, the Town shall be entitled, but shall not be obligated, to make any such payment or expenditure, or do any such act or thing, or to incur any such liability, all on behalf and at the cost and for the account of Heritage, and

in such event the amount thereof with interest thereon as hereinafter provided shall be deemed due upon demand for payment thereof by the Town. Any amount due from Heritage to the Town under this Lease which is not paid when due shall bear interest at the Applicable Federal Rate as established by the Internal Revenue Service from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Heritage under this Lease.

## ARTICLE 12

12.1. **Binding Effect:** This Lease shall inure to the benefit of and shall be binding upon Heritage and the Town.

12.2. **Amendment, Changes, and Modifications:** Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of both Parties hereto.

12.3. **Severability:** If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.4. **Execution in Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.5. **Applicable Law:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

12.6. **Captions:** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

12.7. **Recording:** Either Party may record a short form memorandum of this Lease in the Office of the Register of Deeds for Beaufort County, South Carolina.

12.8. **No Agency:** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Town and Heritage other than that which is expressly stated herein. No employee, volunteer, or agent of Heritage shall be



considered an employee or agent of the Town for any purpose whatsoever and none shall have any status, right or benefit of employment with Town.

12.9. **Plural/Singular:** Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

12.10. **No Third Party Beneficiaries:** The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and not for the benefit of any third party who is not a signature Party hereto. No person or entity other than the Town and Heritage shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

(SIGNATURE PAGE FOLLOWS)

# **EXHIBIT B**

## **HERITAGE LIBRARY**

### **Saint Luke's Parish Zion Chapel of Ease History Park Project Description**

#### Foreword

This plan, and the estimates associated with it, will confine itself to existing Zion Chapel of Ease land owned by the Heritage Library at the present time. The potential exists, given the cooperation and support of the Town of Hilton Head Island (TOHHI), for an expansion of the park and its facilities to adjacent historic property owned by the town. Any suggestions made in this proposal concerning boundaries or facilities beyond those on Heritage Library-owned land should be recognized as outside the scope of work anticipated or described in the first two phases of this proposal.

#### Rationale

The real connection between the site of the proposed St Luke's Parish Zion Chapel of Ease History Park (SLP ZCOEHP) and the modern St Luke's Church is both historical and contemporary. The Zion Chapel of Ease (ZCOE) of Hilton Head was the first satellite chapel built in St Luke's Parish after St Luke's Anglican Church was erected in Okatie in 1776.

Originally proposed around 1780 by Hilton Head planters Captain John Stoney and Isaac Fripp, the construction of the ZCOE began in 1786 following the end of the Revolutionary War and was completed in 1788. The formal consecration of the Chapel and its cemetery occurred in 1833 and occasioned the ordering of a silver communion service from a well-known London silversmith (Barnard Brothers) by the parishioners. The communion service was received the following year, including two chalices with the inscription, "Zion Chapel, Hilton Head, 1834." Church services were conducted there continuously until the Union invaded Hilton Head Island in November, 1861, at which time the chapel fell into disuse until the departure of the occupying Federal forces in September 1868. When the Reverend John Jenkins Stoney returned to Hilton Head Island to resume services at the chapel after the departure of the Union forces, he found the structure and its contents had disappeared, including the silver communion service.

Sometime prior to 1963, a man who purchased two silver goblets from a Philadelphia antique shop as a wedding present for his daughter, discovered they contained the "Zion Chapel, Hilton Head, 1834" inscription as he was cleaning and polishing them. On a 1963 trip south, the man detoured into Beaufort for the purpose of returning the chalices to the St Luke's Parish office there. The following year, in time for its inaugural communion services on Christmas Eve 1964, the chalices were returned to the new St Luke's Church on Pope Avenue in Hilton Head and have been used continuously in its communion services there from that time until the present day.

The proposed name of the Saint Luke's Parish Zion Chapel of Ease History Park is intended to both symbolically re-establish the historical connection and to conceptually re-open the potential for a contemporary utilization of the site for special ceremonial observances by St Luke's Church.

### Ancillary Benefits

The SLP ZCOEHP will accrue to the direct benefit of the TOHHI as an enhancement of the value of its historic sites. It will feature, in addition to the Baynard Mausoleum which is the oldest standing structure on Hilton Head Island, the Island's only publicly-accessible site with visible vestiges linking it to the Revolutionary War period. The only other known historic site with ties to the Revolution is the Stoney-Baynard Ruins which lies within the confines of Sea Pines Plantation. As our country nears the 250th anniversary celebration of the 1776 American Revolution (2026-2033), historic sites relating to the Revolutionary War period will assume a significantly more influential and prominent position as drivers of cultural-heritage tourism.

Additionally, the site is the location of the only communal cemetery for whites on the Island prior to the opening of Six Oaks Cemetery in Sea Pines. Stories of Hilton Head planters and ZCOE parishioners, notably the Baynard, Kirk and Stoney families, members of whose remains are or were interred in the cemetery, can be tied constructively to the story of slavery and the African-American experience of the Plantation Era, as well as to indigo and cotton cultivation on Hilton Head. This interpretive connection will also contribute to the site's increasing relevance as a precursor to the Reconstruction period which will be promoted via development of the National Monument to Reconstruction in Beaufort County. It is also likely that the increasing focus on the Mitchelville site will contribute to the attractiveness of the SLP ZCOEHP site as part of the overall story of Hilton Head Island history prior to the 20th Century.

Therefore, the proposed SLP ZCOEHP will better enable the town to capitalize in a significant way on the upsurge in cultural-heritage tourism due to its adding the Revolutionary War period to the public portfolio of TOHHI historic sites, and it will also provide the town with a unique and centrally-located public site for educational outreach and guided reflection relative to the pre-Twentieth Century periods in our history.

### Project Description

The creation of the SLP ZCOEHP will include the restoration of existing facilities (Baynard Mausoleum, Mausoleum fencing and perimeter walkway, Kirk plot fencing, and grave markers), the installation of new facilities (Perimeter fencing, video security, lighting, water supply, restrooms and kiosks with interpretive signage), and the re-creation of some previously existing facilities (exterior and interior doors on the Mausoleum, a replica Chapel of Ease on or near its original site, and chapel interior fixtures)

Explicitly outside the above-described scope, and dependent on TOHHI cooperation and support and on the utilization of adjacent town-owned land(s), the following may be able to be additions to and enhancements of the SLP ZCOEHP plans:

- a) Additional parking areas

**EXHIBIT A**

**A LONG TERM LEASE**

**BY AND BETWEEN**

**THE TOWN OF HILTON HEAD ISLAND, SOUTH  
CAROLINA,**

**AND**

**HERITAGE LIBRARY FOUNDATION**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

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## ARTICLE 1

1.1. **The Property:** The improved real property leased by Heritage pursuant hereto is known and described as follows:

All that certain piece, parcel or lot of land containing 1.38 acre, more or less, and more particularly shown as “Marshes of Broad Creek, 42,409 Sq. Ft., 0.97 Ac.” on that certain plat of survey entitled “A Boundary Plat of Tax Parcel 510-8-17, 1.38 Acres, Located on Matthews Drive & U.S. Highway 278” dated July 31, 1998, and prepared by Connor and Associates, Inc. Matthew M. Crawford, South Carolina Registered Land Surveyor Number 9756, which plat has been recorded in the Registry of Deeds for Beaufort County, South Carolina in Plat Book 76 at Page 29.

The parcel described above is known as Beaufort County R510 008 000 0017 0000, and is referred to herein as the “Property”.

1.2. **Heritage Accepts the Property “As Is”:** Heritage represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property “as is”, and without recourse to or against the Town as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Town have any liability to Heritage for any defect in the Property, or the title to the Property, or conditions existing in, on, under, over, or about the Property or any limitation on the uses that may be made of the Property. Heritage accepts this limitation on the Town’s liability and acknowledges that this limitation of the Town’s liability is a material term of this Lease without which the Town would not have entered into this Lease.

1.3. **Application of Laws and Other Matters:** This Lease is made by the Town and accepted by Heritage subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future.

1.4. **No Other Interest in Real Property Created:** Other than the leasehold interest established by this Lease, Heritage shall have no interest in the Property.

1.5. **Rent:** Heritage shall pay to the Town Rent in the sum of One Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

## ARTICLE 2

2.1. **Effective Date:** The “Effective Date” of this Lease shall be the date upon which the duly authorized officials of the Town execute and deliver this Lease to Heritage.

## ARTICLE 3

3.1. **Limited Obligation of the Town:** The Town shall not be required to furnish, and has no obligation to furnish, to Heritage any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

3.2. **Utilities and Other Services:** Heritage shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Heritage.

3.3. **Heritage is Responsible for the Payment of all Expenses:** Heritage shall be solely responsible for the payment of any and all costs, expenses, and charges for any utility or other service, including water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services that are used, rendered, or supplied to or upon the Property or in connection with Heritage’s use of the Property, and *ad valorem* real property taxes (including but not limited to stormwater utility (SWU) fees), if any.

3.4. **Indemnification and Hold Harmless:** Heritage shall indemnify and hold the Town harmless from any claims for loss, damage, or liability, including reasonable attorney’s fees and costs incurred by the Town in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Heritage and Heritage’s operation thereon, or arising from any act or omission of Heritage with respect to the exercise of Heritage’s rights hereunder; provided, however, in no event will Heritage indemnify or hold harmless the Town for acts or omissions of the Town or its employees or agents.

## ARTICLE 4

### 4.1. **Construction of Improvements or Facilities on the Property:**

- (a) Any proposed improvements or facilities on the Property must be substantially in furtherance of the operation of a publicly-accessible history park on the Property as depicted in the Conceptual Site Plan (dated March 15, 2018) attached hereto as Exhibit C.
- (b) Any proposed improvements or facilities on the Property shall, in addition to approval by the Town Council or its designated agents, be subject to all applicable provisions of the Land Management Ordinance of the Town (the "LMO"), any applicable restrictive covenants, and any other applicable State, Federal or local statutes, ordinances, or regulations. Approval of any proposed improvements or facilities on the Property by the Town Council, in and of itself, shall not constitute an authorization to commence any work at the Property for which any other approval or permit of any nature is required.

4.2. **Permitted Use:** Heritage may use the Property for the following purposes (hereinafter, each a "Permitted Use"): operation as a public park; and establishing parking areas, a visitor pavilion with interpretive signage, a replica militia muster house, improvement of vehicular traffic ingress and egress, accessibility to Town of Hilton Head Island pathways, a wood dock/observation platform, a viewing platform/overlook, and any manner consistent with the Project Description entitled "Saint Luke's Parish Zion Chapel of Ease History Park Project Description" attached hereto as Exhibit B approved by the Town Council on \_\_\_\_\_, 2019.

4.3. **General Management:** Heritage shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the term of this Lease. Without limiting the generality of the foregoing, Heritage shall have the following rights and duties with respect to the use, management, and operation of the Property:

- (a) **Determination of Policies:** To determine and carry out policies relating to primary and ancillary activities and services offered by Heritage, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property.

- (b) **Financing:** To have, in its sole discretion, the right to obtain financing utilizing as collateral any fixtures or personal property that Heritage has or may acquire;
- (c) **Improvement of Property:** To erect, establish, maintain, modify, build, construct, or remove trails, paths, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, visitor pavilions, historic replicas, and other such things in furtherance of the use and operation of the Property by Heritage;
- (d) **Compliance with Permitted Use:** In general, to act in accordance with the Permitted Use.

4.4. **Financial Statements:** Heritage shall cause a financial statement to be prepared each year at the conclusion of Heritage's fiscal year by an entity independent of, and unconnected to, Heritage. Heritage's fiscal year ends on December 31 of each calendar year. Heritage shall deliver a copy of its financial statement to the Town within thirty (30) days of the completion of the financial statement each calendar year.

- (a) **Accounts Review:** Upon request of the Town, Heritage shall make its financial books and records available to the Town for Review. The Town shall give Heritage written notice of its intention to review Heritage's financial books and records. Heritage shall make its financial books and records available for review by the Town within twenty (20) days of the Town's written notice.

4.5. **Other Improvements to the Property Permitted:** Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Heritage shall have the right to make such improvements as are approved by the Town Council, at the sole cost and expense of Heritage.

4.6. **Building Permits:** Prior to submitting an application for any building permit in an amount greater than Fifty Thousand and no/100 (\$50,000.00) Dollars for construction on the Property, Heritage shall provide the Town Manager with an executed Irrevocable Bank Letter of Credit in favor of the Town, in an amount equal to the cost of construction as shown in the application for the building permit, or other document deemed satisfactory by the Town Manager, confirming that funds in such

amount are available and reserved for the purpose of such construction, which Irrevocable Bank Letter of Credit or other documents shall permit the Town to utilize such funds in such amount, less funds expended for the purpose of construction described in the application for building permit and for which Heritage has produced executed lien waivers from the contractors, sub-contractors, and material-men involved, to complete the construction described in the application for the building permit and to pay any claims made by contractors, laborers, or material men, but only in the event of any failure by Heritage to complete the structure described in the application for the building permit or to pay contractors, laborers, or material men.

- (a) **Contract Splitting Prohibited:** Heritage may not split or incrementalize construction contracts or building permit applications in order to keep projects below the Fifty Thousand and no/100 (\$50,000.00) Dollar threshold set forth above.
- (b) **Increases in Cost of Project:** If the cost of any project undertaken by Heritage is increased by more than ten (10%) percent of the original contract price as shown on the original application for the building permit through changes, overruns, or otherwise, Heritage shall increase the amount of the Irrevocable Bank Letter of Credit or other document so as to be in an amount sufficient to cover the increased cost. The Town may waive this requirement at its discretion by written acknowledgement.

4.7. **Permits:** It shall be the sole responsibility of Heritage to procure and pay for any required municipal, state, federal, or other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Heritage's occupation and use of the Property. The Town will provide "owner's authorizations" indicating the Town's consent to any permit being sought by Heritage where such "owner's consent" is required under any applicable permitting regulations. The delivery of such "owner's consent" by the Town shall not be deemed a waiver of any applicable development standard or zoning or other requirements.

4.8. **Mechanic's or Other Liens Prohibited:** Heritage shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Heritage. If any such lien is filed, Heritage shall promptly cause the same to be released of record or bonded off, and shall further indemnify and hold the Town harmless from any costs or expenses, damages, suits, or

reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

4.9. **Maintenance of the Property and Compliance with Laws:** During the term of this Lease, Heritage shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.

4.10. **Rules, Regulations, and Restrictions:** Heritage shall at all times during the term of this Lease:

- (a) **Maintenance of the Property and Improvements:** In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease;
- (b) **Storage of Hazardous Substances Prohibited:** Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the personal property thereon, Heritage shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a "Hazardous Substance" under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Heritage shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Heritage;

- (c) **Compliance with Laws:** Comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Heritage's use thereof;
- (d) **Waste Dumping or Disposal Prohibited:** Refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance;
- (e) **Waste Storage Prohibited:** Refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance;
- (f) **Waste and Nuisances:** Refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property;
- (g) **Compliance with Restrictive Covenants and Local Ordinances:** Maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.
- (h) **Sustainability:** Develop strategies that are consistent with the Town's published and defined goals on sustainability. In so doing, consideration shall be given to balancing environmental, economic and social impacts.

4.11. **Additional Rules:** In addition to the foregoing, Heritage shall at all times during the term hereof comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation so made shall not be inconsistent with any part of this Lease, and shall not unreasonably interfere with Heritage's use and enjoyment of the Property.

4.12. **Town's Waiver of Interest in Personal Property:** The Town waives any right, title, or interest in any and all equipment, displays, furniture, fixtures, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Heritage; and, said property shall, at all times, remain the property of Heritage, such entity that has loaned the property to Heritage, or such entity that has leased the property the Heritage. The Town further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Heritage.

## ARTICLE 5

5.1. **Initial Term of This Lease:** Subject to Articles 5.2, 5.4, and 10.1 below, the term of this lease shall be for a period of Forty Five (45) years, with such term commencing on \_\_\_\_\_ 2019, and ending on \_\_\_\_\_, 2064 (the "Initial Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by Heritage, or unless sooner terminated pursuant to the terms hereof.

5.2. **Renewal of Terms of Lease:** Unless this Lease is sooner terminated pursuant to the terms hereof, at the end of the Initial Lease Term, this Lease shall automatically renew for successive periods of Twenty Five (25) years (hereinafter, each a "Renewal Lease Term"), provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, unless either Party hereto shall give the other a Notice of Termination as set forth in Article 5.3 below.

5.3. **Termination of this Lease:** The initial term of this lease shall expire on \_\_\_\_\_, 2064 (hereinafter, the "Initial Termination Date"). The first Renewal Lease Term shall expire Twenty Five (25) years from the date of the Initial Termination Date, and subsequent Renewal Lease Terms shall expire each following twenty-five (25) year period. If either Party hereto gives the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Initial Termination Date or the end of any Renewal Lease Term, then this Lease shall expire on the Initial Termination Date or at the end of the applicable Renewal Lease Term, as the case may be.

5.4. **Ordinance Required:** This Lease is contingent upon the adoption of an Ordinance by the Town authorizing the execution and delivery of the Lease.

5.5. **Termination on Failure of Conditions:** If the conditions stated in Articles 4 and 5.4 do not occur before December 31, 2024, then this Lease shall automatically



terminate, and neither Party hereto shall have any further rights or obligations hereunder.

## ARTICLE 6

6.1. **Quiet Enjoyment:** The Town hereby covenants that Heritage shall, during the Lease terms, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Town shall not interfere with the quiet use and enjoyment of the Property by Heritage during the Lease Term, so long as the Initial Lease Term or any Renewal Lease Term shall be in effect and all obligations of Heritage hereunder, have been fulfilled.

## ARTICLE 7

7.1. **Required Property Insurance:** During the Initial Lease Term and any Renewal Lease Term, Heritage shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. Heritage shall not be required to maintain such insurance on structures such as docks, benches, and picnic sheds. The Town shall be named as an additional insured on this policy or these policies.

7.2. **Required Liability Insurance:** During the Initial Lease Term and any Renewal Lease Term, Heritage shall maintain in full force and effect comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Heritage with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Heritage. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Heritage of the hold harmless and indemnity provisions set forth in Article 3.4 of this Lease.

7.3. **Policy Form:** All policies of insurance provided for herein shall be issued by insurance companies with a general policyholders' rating not less than A, and a financial rating of AAA as rated in the most current available "Best's Insurance Reports", and qualified to do business in the State of South Carolina, and shall be issued in the names

of the Town, Heritage, and such other persons or firms as the Town reasonably specifies from time to time. Such policies shall be for the mutual and joint benefit and protection of the Town, Heritage, and others hereinabove mentioned, and executed copies of such policies of insurance or certifications thereof shall be delivered to the Town within ten (10) days after delivery of possession of the Property to Heritage and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that the Town, although name as an insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Heritage. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Heritage in like manner and to like extent. All policies of insurance delivered to the Town must contain a provision that the company writing said policy will give the Town twenty (20) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage and other casualty shall be written as primary policies, not contributing with and not in excess of coverage that the Town may carry.

7.4. **Failure of Heritage to Obtain Insurance:** If Heritage fails to procure or maintain any insurance required by this Article 7, or fails to carry insurance required by law or governmental regulations, then the Town may, but without obligation to do so, at any time and from time to time without notice, procure such insurance and pay the premiums therefor, in which event Heritage shall repay the Town all sums so paid by the Town, together with interest thereon as provided in Article 11 hereof, and any incidental costs or expenses incurred by the Town in connection therewith, within ten (10) days following the Town's written demand to Heritage for such payment.

## ARTICLE 8

8.1. **Assignment Prohibited:** This Lease shall not be assigned by Heritage.

8.2. **Sublease of the Property:** Heritage shall not sublet any part of the Property, without the prior written approval of the Town Manager acknowledging that the sublease complies with the Permitted Use, which approval by the Town Manager shall not be unreasonably withheld. For the purpose of this Lease, a sublease of the Property is any lease by Heritage of any part of the Property to a third party for a period that exceeds six (6) months. Any sublease must be in keeping with the Permitted Use. Nothing herein prohibits Heritage from contracting with subcontractors, licensees, vendors, or others in furtherance of the Permitted Use.

8.3. **Other Encumbrances Prohibited:** Heritage shall not grant any easements, licenses, or rights-of-way encumbering, or enter into any agreement which would in any way affect or encumber, the title to the Property; provided, however, that the Town, as the Property owner, agrees to grant to Heritage or others, as the case may be, any easements, licenses, or rights-of-way that are necessary for Heritage to use the Property in accordance with, and in furtherance of, the Permitted Use, such as any easements, licenses, or rights-of-way for utility lines, on terms that are reasonably acceptable to the Town. If any request of Heritage contemplated in this Article 8 requires the adoption of an ordinance or other legislation, the failure of the Town to adopt any such ordinance or legislation shall not be deemed a breach of this Lease.

ARTICLE 9

9.1. **Notices:** All notices, certificates, or other communications required hereunder shall be deemed delivered when delivered in person, or mailed by regular first class mail, postage prepaid, addressed as follows, or to such other addresses as may be designated, in writing, by the Parties:

To the Town:	TOWN OF HILTON HEAD ISLAND Town Manager One Town Center Court Hilton Head Island, SC 29928
With copy to:	Legal Department Town of Hilton Head Island One Town Center Court Hilton Head Island, SC 29928
To Heritage:	Heritage Library Foundation 2 Corpus Christi The Professional Building, Suite 100 Hilton Head Island, SC 29928
With copy to:	Benjamin T. Shelton Finger, Melnick & Brooks, P.A. 35 Hospital Center Commons Suite 200 Hilton Head Island, SC 29926

## ARTICLE 10

10.1. **Events of Default Defined:** The following shall be Events of Default under this Lease:

- (a) **Failure to Observe Requirements:** The failure of Heritage or the Town to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- (b) **Dissolution of Heritage:** The dissolution, termination, or liquidation of Heritage, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Heritage or against Heritage, or any change in the tax-exempt, not-for-profit status of Heritage.
- (c) **Abandonment of the Property:** The abandonment of the Property by Heritage, or the discontinuance of operations at the Property by Heritage.
- (d) **Use Inconsistent with this Lease or the Permitted Use:** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Conceptual Site Plan (dated March 15, 2018), or this Lease without the approval of the Town Council.
- (e) **Failure to Pay Amounts Due:** The failure to pay any sum due to the Town by Heritage under any provision of this Lease.

10.2. **Remedies on Default:** Whenever any Event of Default described in Article 10.1 of this Lease shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If is the Town is the non-defaulting party, it may give notice to Heritage to vacate the Property, and may thereafter evict Heritage from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand,

either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Town of its rights under this Article 10 cause Heritage to be relieved of any of its obligations set forth in this Lease.

10.3. **No Remedy Exclusive:** No remedy conferred upon or reserved to the Parties is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Parties.

10.4. **Waivers:** If any agreement contained herein is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

10.5. **Agreement to Pay Attorney's Fees and Expenses:** If either Party hereto defaults under any of the provisions hereof, and the non-defaulting Party employs attorneys, or incurs other expenses for the enforcement of the performance or observance of any obligation or agreement on the part of the defaulting Party, the defaulting Party agrees that it shall pay, on demand, the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting Party in the enforcement of its rights hereunder.

10.6. **Discontinuance of Proceedings:** In case either Party hereto has proceeded to enforce any right under this Lease, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Town and Heritage shall be restored respectively to their several positions and rights hereunder, and all rights, obligations, remedies, and powers of the Town and Heritage shall continue as though no such proceeding had been taken.

## ARTICLE 11

11.1. **Interest on Past Due Obligations:** Whenever under any provisions of this Lease Heritage shall be obligated to make any payment or expenditure to the Town, or to do any act or thing, or to incur any liability whatsoever, and Heritage fails, refuses, or neglects to perform as herein required, the Town shall be entitled, but shall not be obligated, to make any such payment or expenditure, or do any such act or thing, or to incur any such liability, all on behalf and at the cost and for the account of Heritage, and

in such event the amount thereof with interest thereon as hereinafter provided shall be deemed due upon demand for payment thereof by the Town. Any amount due from Heritage to the Town under this Lease which is not paid when due shall bear interest at the Applicable Federal Rate as established by the Internal Revenue Service from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Heritage under this Lease.

## ARTICLE 12

12.1. **Binding Effect:** This Lease shall inure to the benefit of and shall be binding upon Heritage and the Town.

12.2. **Amendment, Changes, and Modifications:** Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of both Parties hereto.

12.3. **Severability:** If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.4. **Execution in Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.5. **Applicable Law:** This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

12.6. **Captions:** The captions or headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

12.7. **Recording:** Either Party may record a short form memorandum of this Lease in the Office of the Register of Deeds for Beaufort County, South Carolina.

12.8. **No Agency:** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Town and Heritage other than that which is expressly stated herein. No employee, volunteer, or agent of Heritage shall be

considered an employee or agent of the Town for any purpose whatsoever and none shall have any status, right or benefit of employment with Town.

12.9. **Plural/Singular:** Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

12.10. **No Third Party Beneficiaries:** The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and not for the benefit of any third party who is not a signature Party hereto. No person or entity other than the Town and Heritage shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

(SIGNATURE PAGE FOLLOWS)

In Witness whereof, the Parties hereto, by and through their duly authorized officers, have set their hands and seals as of this \_\_\_\_\_ Day of \_\_\_\_\_, 2019.

**WITNESSES:**

**THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
John McCann, Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_ (L.S.)  
Stephen G. Riley, ICMA-CM  
Town Manager

**WITNESSES:**

**HERITAGE LIBRARY FOUNDATION**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)  
Authorized Signatory

\_\_\_\_\_

Attest: \_\_\_\_\_ (L.S.)  
\_\_\_\_\_, Secretary



# **EXHIBIT B**

## **HERITAGE LIBRARY**

### **Saint Luke's Parish Zion Chapel of Ease History Park Project Description**

#### Foreword

This plan, and the estimates associated with it, will confine itself to existing Zion Chapel of Ease land owned by the Heritage Library at the present time. The potential exists, given the cooperation and support of the Town of Hilton Head Island (TOHHI), for an expansion of the park and its facilities to adjacent historic property owned by the town. Any suggestions made in this proposal concerning boundaries or facilities beyond those on Heritage Library-owned land should be recognized as outside the scope of work anticipated or described in the first two phases of this proposal.

#### Rationale

The real connection between the site of the proposed St Luke's Parish Zion Chapel of Ease History Park (SLP ZCOEHP) and the modern St Luke's Church is both historical and contemporary. The Zion Chapel of Ease (ZCOE) of Hilton Head was the first satellite chapel built in St Luke's Parish after St Luke's Anglican Church was erected in Okatie in 1776.

Originally proposed around 1780 by Hilton Head planters Captain John Stoney and Isaac Fripp, the construction of the ZCOE began in 1786 following the end of the Revolutionary War and was completed in 1788. The formal consecration of the Chapel and its cemetery occurred in 1833 and occasioned the ordering of a silver communion service from a well-known London silversmith (Barnard Brothers) by the parishioners. The communion service was received the following year, including two chalices with the inscription, "Zion Chapel, Hilton Head, 1834." Church services were conducted there continuously until the Union invaded Hilton Head Island in November, 1861, at which time the chapel fell into disuse until the departure of the occupying Federal forces in September 1868. When the Reverend John Jenkins Stoney returned to Hilton Head Island to resume services at the chapel after the departure of the Union forces, he found the structure and its contents had disappeared, including the silver communion service.

Sometime prior to 1963, a man who purchased two silver goblets from a Philadelphia antique shop as a wedding present for his daughter, discovered they contained the "Zion Chapel, Hilton Head, 1834" inscription as he was cleaning and polishing them. On a 1963 trip south, the man detoured into Beaufort for the purpose of returning the chalices to the St Luke's Parish office there. The following year, in time for its inaugural communion services on Christmas Eve 1964, the chalices were returned to the new St Luke's Church on Pope Avenue in Hilton Head and have been used continuously in its communion services there from that time until the present day.

The proposed name of the Saint Luke's Parish Zion Chapel of Ease History Park is intended to both symbolically re-establish the historical connection and to conceptually re-open the potential for a contemporary utilization of the site for special ceremonial observances by St Luke's Church.

### Ancillary Benefits

The SLP ZCOEHP will accrue to the direct benefit of the TOHHI as an enhancement of the value of its historic sites. It will feature, in addition to the Baynard Mausoleum which is the oldest standing structure on Hilton Head Island, the Island's only publicly-accessible site with visible vestiges linking it to the Revolutionary War period. The only other known historic site with ties to the Revolution is the Stoney-Baynard Ruins which lies within the confines of Sea Pines Plantation. As our country nears the 250th anniversary celebration of the 1776 American Revolution (2026-2033), historic sites relating to the Revolutionary War period will assume a significantly more influential and prominent position as drivers of cultural-heritage tourism.

Additionally, the site is the location of the only communal cemetery for whites on the Island prior to the opening of Six Oaks Cemetery in Sea Pines. Stories of Hilton Head planters and ZCOE parishioners, notably the Baynard, Kirk and Stoney families, members of whose remains are or were interred in the cemetery, can be tied constructively to the story of slavery and the African-American experience of the Plantation Era, as well as to indigo and cotton cultivation on Hilton Head. This interpretive connection will also contribute to the site's increasing relevance as a precursor to the Reconstruction period which will be promoted via development of the National Monument to Reconstruction in Beaufort County. It is also likely that the increasing focus on the Mitchelville site will contribute to the attractiveness of the SLP ZCOEHP site as part of the overall story of Hilton Head Island history prior to the 20th Century.

Therefore, the proposed SLP ZCOEHP will better enable the town to capitalize in a significant way on the upsurge in cultural-heritage tourism due to its adding the Revolutionary War period to the public portfolio of TOHHI historic sites, and it will also provide the town with a unique and centrally-located public site for educational outreach and guided reflection relative to the pre-Twentieth Century periods in our history.

### Project Description

The creation of the SLP ZCOEHP will include the restoration of existing facilities (Baynard Mausoleum, Mausoleum fencing and perimeter walkway, Kirk plot fencing, and grave markers), the installation of new facilities (Perimeter fencing, video security, lighting, water supply, restrooms and kiosks with interpretive signage), and the re-creation of some previously existing facilities (exterior and interior doors on the Mausoleum, a replica Chapel of Ease on or near its original site, and chapel interior fixtures)

Explicitly outside the above-described scope, and dependent on TOHHI cooperation and support and on the utilization of adjacent town-owned land(s), the following may be able to be additions to and enhancements of the SLP ZCOEHP plans:

- a) Additional parking areas

- b) Main visitor pavilion with interpretive signage
- c) Replica Militia Muster House in corner parcel
- d) Improvement of vehicular traffic ingress and egress and accessibility to TOHHI pathways
- e) Wooden dock/observation platform with Broad Creek Headwaters overlook and interpretive signage

### Project Sequencing

It is anticipated that the project will be completed and funded in phases. While the following phases and work elements are presented in sequential fashion, certain work can be completed along parallel timelines provided the funding has been secured. Phase I will focus on the Baynard Mausoleum restoration and related elements, work for which funding has already been secured and for which estimates have been gathered. Phase II will include elements which are focused on Heritage Library-owned land site restoration and protection, work for which estimates have not yet been gathered and for which funding must yet be secured. This phase of work will be heavily dependent on grants. Phases III and IV will contain elements deemed highly advantageous, but not absolutely necessary, for the operation of the site and for which estimates and funding must be secured. Certain of the Phase III elements may also be approached as part of any expansion planning and dependent to one degree or another on TOHHI cooperation.

### Already Completed

- Engineering Study
- Electrical Service
- Learning Center (benches, platform)

### Phase I

- 1) Mausoleum restoration - *UNDERWAY*
  - a. Roof and structural restoration
  - b. Mausoleum perimeter fencing restoration
  - c. Perimeter walkway excavation and restoration
- 2) Grave marker restoration (may include excavation of horizontal markers covered by dirt)
- 3) Mausoleum doors replacement
- 4) Mausoleum exterior sandstone treatment to retard further degradation (if possible)

### Phase II

- 5) Additional archaeology studies
- 6) Cemetery grounds Perimeter fencing
- 7) Kirk plot fencing restoration
- 8) Water supply and Sewer connection
- 9) Landscaping and Pathway installation
- 10) Security (video, motion-activated, infra-red)
- 11) Gate access-monitoring mechanism
- 12) Replica Chapel
- 13) Benches, altar and internal fixtures
- 14) Vestibule Wall replacement and Crypt Cover (clear glass or plexiglass)

- b) Main visitor pavilion with interpretive signage
- c) Replica Militia Muster House in corner parcel
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- 11) Gate access-monitoring mechanism
- 12) Replica Chapel
- 13) Benches, altar and internal fixtures
- 14) Vestibule Wall replacement and Crypt Cover (clear glass or plexiglass)

- 15) Interpretive signage (6 locations)
  - 16) Covered Kiosk construction
  - 17) Lighting
  - 18) Restrooms
- 

Phase III (Dependent on TOHHI Cooperation and Support)

- 19) Drive-through ingress (from Mathews Dr) and egress roadway and bicycle lane
- 20) Pavilion shelter-Welcome kiosk with interpretive signage (Plantation period and Plantation life information)
- 21) Increased Parking Area(s)
- 22) Replica Militia Muster House with interpretive sign

Phase IV (Dependent on TOHHI Cooperation and Support)

- 23) Boardwalk, Dock and Overlook/Observation Platform with interpretive signage (Broad Creek history and Plantations)







# ATTACHMENT B



Town-Owned Parcel

Zion Chapel  
of Ease Cemetery



TOWN OF HILTON HEAD ISLAND  
ONE TOWN CENTER COURT  
HILTON HEAD ISLAND, SC 29928  
843.341.4000

## Town of Hilton Head Island

Lease of Property Adjacent to Zion Chapel of Ease to Heritage Library Foundation



This illustration and this map has been compiled from a variety of sources and is intended to be used only as a guide. The provided information is not intended to be a representation as to the accuracy or completeness of the data shown. The Town of Hilton Head Island assumes no liability for its accuracy or completeness or for any losses arising from the use of this map.





# **TOWN OF HILTON HEAD ISLAND**

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## *Executive Department*

**TO:** Town Council  
**VIA** Stephen G. Riley, ICMA-CM, Town Manager  
**FROM:** Josh Gruber, Assistant Town Manager  
**DATE:** March 11, 2019  
**SUBJECT:** Town Council 2019 Annual Priorities

---

Town Council made no changes to the proposed Town Council 2019 Annual Priorities as a result of the meeting on March 5, 2019.



# **2019 TOWN COUNCIL PRIORITIES**

- I. **Construct** Celebration/Coligny Park
- II. **Introduce** US 278 Gateway Corridor Project to Community & Solicit Input
- III. **Facilitate** Mitchelville / Gullah-Geechee Cultural Preservation
- IV. **Review & Update** Comprehensive Plan
- V. **Determine** the Most Effective & Appropriate Role in Workforce Development

Town Council Priorities Presentation  
(<http://www.hiltonheadislandsc.gov/council/TCWorkshopGoals-PrioritiesPresentation2019.pdf>)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA TO APPROVE THE HILTON HEAD ISLAND FIRE RESCUE STRATEGIC PLAN**

**WHEREAS**, a community driven strategic planning process was implemented in 2018 to provide Hilton Head Island Fire Rescue with strategic priorities over the next five-years; and

**WHEREAS**, a Fire Rescue Master Plan or Strategic Plan was adopted in 1998, 2004 and most recently in 2013; and

**WHEREAS**, a strategic plan will provide Fire Rescue with a management tool to focus resources and time towards goals and objectives that provide a continuous improvement model for the department; and

**WHEREAS**, the Fire Rescue Strategic Plan identified six strategic goals, which include:

1. Create the appropriate staffing model to fulfill the needs of the department and best serve the community;
2. Enhance the professional development of our personnel to meet the needs of organization and community;
3. Improve the community outreach programs to promote our message to the community;
4. Enhance emergency communications through recognized best practices and regulations to meet organizational needs;
5. Improve the quality of EMS care on Hilton Head Island;
6. Enhance information technology systems to support the mission and improve efficiencies; and

**WHEREAS**, the goals listed in the strategic plan were developed from community stakeholders expectations and internal stakeholder feedback with the aim to enhance the level of service to the community by addressing the plan initiatives through efficient and effective methods and processes; and

**NOW, THEREFORE BE IT, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT** the *Hilton Head Island Fire Rescue Strategic Plan* has been approved in order to support and promote a continuous improvement model for Fire Rescue.

**MOVED, APPROVED, AND ADOPTED ON THIS 19<sup>th</sup> DAY OF MARCH, 2019.**

---

John J, McCann, Mayor

ATTEST:

---

Krista M. Wiedmeyer

APPROVED AS TO FORM:

\_\_\_\_\_  
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: \_\_\_\_\_

# HILTON HEAD ISLAND FIRE RESCUE 2018-2023 STRATEGIC PLAN



Facilitated by



Center for  
Public Safety  
Excellence

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## Introduction

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Hilton Head Island Fire Rescue (Fire Rescue) provides emergency medical, fire suppression, emergency communications, technical rescue, domestic preparedness, community risk reduction, hazardous materials mitigation, public education, and fire investigations to the residents, businesses, and visitors of Hilton Head Island, South Carolina. Fire Rescue consistently works to achieve and/or maintain the highest level of professionalism and efficiency on behalf of those it serves. Thus, Fire Rescue contracted with the Center for Public Safety Excellence (CPSE) to facilitate a method to document the department's path into the future via a "Community-Driven Strategic Plan." The following strategic plan was written in accordance with the guidelines set forth in the Commission on Fire Accreditation (CFAI) *Fire & Emergency Service Self-Assessment Manual 9<sup>th</sup> Ed.* and is intended to guide the organization within established parameters set forth by the Town of Hilton Head Island.

The CPSE utilized the community-driven strategic planning process to go beyond just the development of a document. It challenged Fire Rescue members to critically examine paradigms, values, philosophies, beliefs and desires, and challenged individuals to work in the best interest of the "team." It further provided Fire Rescue with an opportunity to participate in the development of their organization's long-term direction and focus. Members of the community and its stakeholder groups demonstrated commitment to this important project and remain committed to the document's completion.

**HILTON HEAD ISLAND FIRE RESCUE**  
**STRATEGIC PLAN**  
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# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Organizational Background

The Town of Hilton Head Island (Town) is a resort town of 54 square miles, located in Beaufort County, South Carolina. The Town was officially incorporated in 1983, but the island has a rich history tracing back thousands of years. The island is named after Captain William Hilton.



The Town is a thriving, eco-friendly, micropolitan area with a population of approximately 41,000 residents. It welcomes an estimated 2.6 million visitors annually to enjoy its 13 miles of beachfront on the Atlantic Ocean and other outdoor activities. Hilton Head Island is also home to the RBC Heritage Golf tournament, which is an annual stop on the PGA tour.

Fire Rescue got its start prior to the Town's formal incorporation. Hilton Head Island Fire District and the Sea Pines – Forest Beach Fire Department were both established in 1969; and the Hilton Head Island Rescue Squad was established in 1970. In 1993, these three departments were merged to form what is now Hilton Head Island Fire Rescue.



Today, Fire Rescue is committed to service, protection, and conservation and provides all-hazards mitigation to its risks from seven stations, located strategically throughout Hilton Head Island. Staffed with 147 uniformed and civilian professionals, Fire Rescue provides its various services and programs to support a safe community for

the residents, businesses, and visitors to Hilton Head Island. Fire Rescue was initially internationally accredited in 2002 and has maintained this status with the Commission on Fire Accreditation International. Fire Rescue proudly serves the community through its well-trained, progressive members.





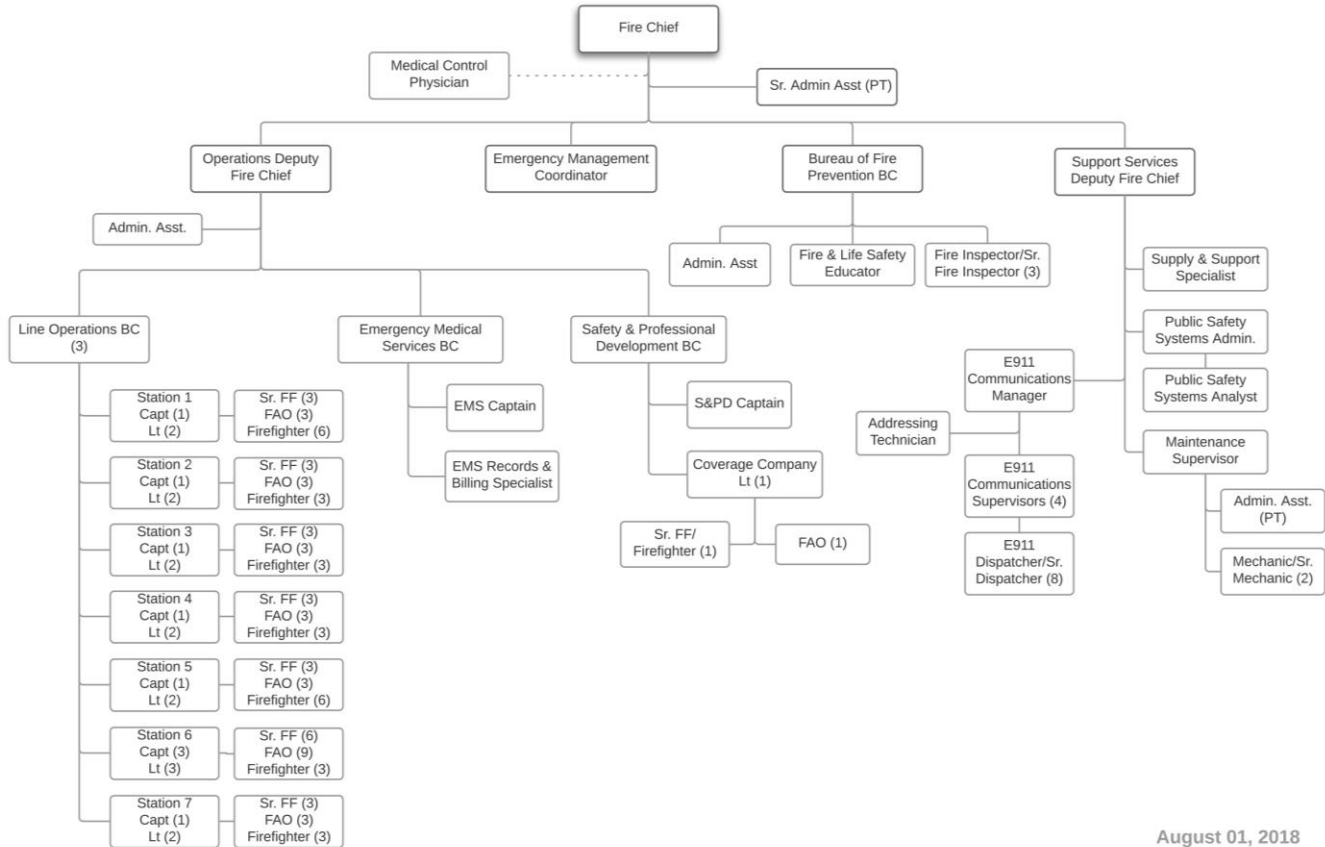


# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Organizational Structure



### HILTON HEAD ISLAND FIRE RESCUE



August 01, 2018





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Community-Driven Strategic Planning

For many successful organizations, the voice of the community drives their operations and charts the course for their future. A community-driven emergency service organization is one that seeks to gather and utilize the needs and expectations of its community in the development and/or improvement of the services provided. To ensure community expectations remains a focus of an organization's direction, the community-driven strategic planning process was used to develop this strategic plan.

A strategic plan is a living management tool that provides short-term direction, builds a shared vision, documents goals and objectives, and optimizes use of resources. The process of strategic planning can be defined as “a deliberative, disciplined approach to producing fundamental decisions and actions that shape and guide what an organization (or other entity) is, what it does, and why.”<sup>1</sup>

*Effective* strategic planning benefits from a consistent and cohesively structured process employed across all levels of the organization. Planning is a continuous process, one with no clear beginning and no clear end. While plans can be developed on a regular basis, it is the process of planning that is important, not the publication of the plan itself. Most importantly, strategic planning can be an opportunity to unify management, employees, and stakeholders through a common understanding of where the organization is going, how everyone involved can work to that common purpose, and how progress and levels will measure success.



Community Stakeholders Work Session

<sup>1</sup> See Definition, Purpose, and Benefits of Strategic Planning (Bryson 8)





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## The Community–Driven Strategic Planning Process Outline

1. Define the programs provided to the community.
2. Establish the community’s service program priorities and expectations of the organization.
3. Identify any concerns the community may have about the organization, along with aspects of the organization that the community views positively.
4. Revisit the Mission Statement, giving careful attention to the services and programs currently provided, and which logically can be provided in the future.
5. Revisit the Values of the organization’s membership.
6. Identify the internal Strengths and Weaknesses of the organization.
7. Identify areas of Opportunity or potential Threats to the organization.
8. Identify the organization’s critical issues and service gaps.
9. Determine strategic initiatives for organizational improvement.
10. Establish a realistic goal and objectives for each initiative.
11. Identify implementation tasks for the accomplishment of each objective.
12. Determine the Vision of the future.
13. Develop organizational and community commitment to accomplishing the plan.

## Process and Acknowledgements

The Center for Public Safety Excellence (CPSE) acknowledges and thanks the community and Fire Rescue stakeholders for their participation and input into this Community–Driven Strategic Planning Process. The CPSE also recognizes Fire Chief Brad Tadlock and his team for their leadership and commitment to this process.

Development of this strategic plan took place in April and May 2018, beginning with a meeting hosted by a representative from the CPSE for members of the community (as named in the following table). Community stakeholders were comprised of residents, public utilities, plantation representatives, and service providers within Hilton Head Island Fire Rescue’s coverage area; some stakeholders also received services from the Fire Rescue. A broad representation of the community provided input to the process.







# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Hilton Head Island Fire Rescue Community Stakeholders

Lawrence Alexander	Mike Allen	Lisa Bender	Lorraine Berry
Geraldine Brooks	Richard Carlton	Jason Covington	David De La Rosa
Angel del Valle	Bruce K. Draper	Steve Engledow	Mary Lynn Finn
Barbara Fitzgerald	Pat Futterer	Jim Griner	Lynn Harvey
Susan Huppertz	Don Lewis	Ryan Lewis	Ray Makalous
John J. McCann	James McGrath	Noreen McMullin	John Miller
Lori Miller	Pete Nardi	Diane Osterman	Robert Parker
Robert Pavelka	Eddie Pearce	Linda Peterson	Mark Piekarski
Monica Rodriguez	Andrew Schumacher	David Staigan	Blanche Sullivan
Kyle Tarino	Wayne Touhig	Angela Viens	Dr. Walt Warneck
Mike Waters	Jennifer Welsh	Linda Woodrum	Dennis Yankee



**Community Stakeholders Work Session**





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Community Group Findings

A key element of Fire Rescue's organizational philosophy is having a high level of commitment to the community, as well as recognizing the importance of community satisfaction. Thus, Fire Rescue invited community representatives to provide feedback on services provided. Respondents were asked to provide a prioritized perspective of the programs and services provided by Fire Rescue. Additionally, input was gathered during the meeting that revolved around community expectations and concerns (prioritized), as well as positive and other comments about the organization, provided in the appendix of this document. Fire Rescue stakeholders utilized the full feedback from the community stakeholders in understanding the current challenges encountered within the organization, as well as to ensure alignment with the work completed on the organizational mission, values, vision, and goals for improvement.



Community Stakeholders Work Session







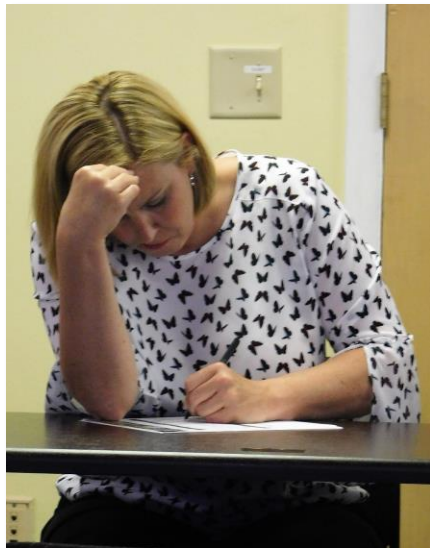
# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Community Priorities

To best dedicate time, energy, and resources to services most desired by its community, Fire Rescue needs to understand what the customers consider to be their priorities. The results were as follows:

Programs	Ranking	Score
Emergency Medical Services	1	264
Fire Suppression	2	218
Fire Rescue E911 Communications	3	207
Rescue – Basic and Technical	4	190
Domestic Preparedness Planning and Response	5	146
Community Risk Reduction	6	95
Hazardous Materials Mitigation	7	77
Public and Life Safety Education	8	70
Fire Investigation	9	65

See Appendix 1 for a complete list of the community findings including expectations, areas of concern, positive feedback, and other thoughts and comments.



Community Stakeholders Work Session





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Department Stakeholder Group Findings

Fire Rescue stakeholder work sessions were conducted over the course of three days. These sessions served to discuss the organization’s approach to community-driven strategic planning, with focus on Mission, Values, Core Programs and Support Services, as well as the organization’s perceived Strengths, Weaknesses, Opportunities, and Threats. The work sessions involved participation by the broad organization representation in attendance, as named below and pictured on the next page.

Hilton Head Island Fire Rescue Department Stakeholders		
Jeff Anderson <i>Fire Inspector</i>	Jon Bills <i>Lieutenant</i>	Chris Blankenship <i>Deputy Fire Chief</i>
Ed Boring <i>Deputy Fire Chief</i>	Tom Bouthillet <i>Battalion Chief - EMS</i>	Dave Britton <i>Captain</i>
David Cooler <i>Supply</i>	Chris Darmon <i>Firefighter</i>	Danielle Dennis <i>Firefighter</i>
Michael Downing <i>Fire Apparatus Operator</i>	Thomas Dunn <i>Emergency Management Coordinator</i>	Joheida Fister <i>Fire Marshal</i>
Norma Foley-Moore <i>Dispatch Supervisor</i>	Andrew Groff <i>Firefighter</i>	Jeff Hartberger <i>Battalion Chief</i>
Lee Jenkins <i>Captain</i>	Cathy Jones - Gooding <i>Communications Manager</i>	Sean Kavlick <i>Firefighter</i>
Eric Lainhart <i>Captain</i>	Rob Loflin <i>Firefighter</i>	John Majorkiewicz <i>Lieutenant</i>
Tim Olander <i>Captain</i>	Janet Peduzzi <i>Captain</i>	Stephen Ralston <i>Public Safety System Administrator</i>
Tina Sanders <i>Firefighter</i>	Tim Santini <i>Captain</i>	Brad Tadlock <i>Fire Chief</i>
Missy Thompson <i>Senior Dispatcher</i>	Keith Tison <i>Maintenance Supervisor</i>	Ben Waller <i>Battalion Chief</i>
Jason Walters <i>Battalion Chief</i>	Gabe Yacso <i>Firefighter</i>	Ryan Zold <i>Lieutenant</i>





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN



**Department Stakeholders**

## Mission

The purpose of the mission is to answer the questions:

- Who are we?
- Why do we exist?
- What do we do?
- Why do we do it?
- For whom?

A workgroup met to revisit the existing mission and, after ensuring it answered the questions, the following mission statement was created, discussed, and accepted by the entire group:

**Hilton Head Island Fire Rescue is committed to serving our citizens and visitors  
by preserving life, protecting property, and conserving the environment.**



**Department Stakeholders Work Session**







# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Values

Values embraced by all members of an organization are extremely important, as they recognize the features that make up the personality and culture of the organization. A workgroup met to revisit the existing values and proposed a revision that was discussed, enhanced further, and agreed upon by the entire group.

The Mission and Values are the foundation of this organization. Thus, every effort will be made to keep these current and meaningful so that the individuals who make up Hilton Head Island Fire Rescue are guided by them in the accomplishment of the goals, objectives, and day-to-day tasks.

**Hilton Head Island Fire Rescue Core Values are to serve our community through:**

- **Compassion**
- **Integrity**
- **Professionalism**
- **Diversity**

## Vision

Fire Rescue's current vision is:

**To achieve the highest level of community service and protection by delivering excellent customer service in all that we do.**

## Programs and Services

Fire Rescue stakeholders identified the core programs provided to the community, as well as many of the services that enable the organization to deliver those programs. The department's core programs are provided below, while supporting services are provided in Appendix 2.

**Core Programs of Hilton Head Island Fire Rescue**

Emergency Medical Services	Fire Suppression	Fire Rescue E911 Communications
Rescue – Basic and Technical	Domestic Preparedness Planning and Response	Community Risk Reduction
Hazardous Materials Mitigation	Public Fire and Life Safety Education	Fire Investigation





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## S.W.O.T. Analysis

The Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis is designed to have an organization candidly identify its positive and less-than-desirable attributes. Fire Rescue stakeholders participated in this activity to record their strengths and weaknesses, as well as the possible opportunities and potential threats. Information gathered through this analysis provides guidance toward the larger issues and gaps that exist within the agency. The information gleaned assists the agency in finding its broader critical issues and service gaps.

Appendix 3 consists of the SWOT data and analysis collected by the department stakeholders.

## Critical Issues and Service Gaps

Following the identification and review of Fire Rescue's SWOT, two separate groups of internal stakeholders met to identify themes as primary critical issues and service gaps (found in Appendix 4). The critical issues and services gaps identified by the stakeholders provides further guidance toward identification of the strategic initiatives, which will ultimately lend direction for the development of goals, objectives, critical tasks, and timelines.



Department Stakeholders Work Session

## Strategic Initiatives

Based upon all previously captured information and the determination of critical issues and service gaps, the following strategic initiatives were identified as the foundation for development of goals and objectives.

Fire Rescue Strategic Initiatives		
Staffing	Professional Development	Community Outreach
Emergency Communication	EMS Program	Technology





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Goals and Objectives

To continuously achieve the mission of Hilton Head Island Fire Rescue, realistic goals and objectives with timelines for completion must be established to enhance strengths, address identified weaknesses, provide a clear direction, and address the concerns of the community. These should become a focus of Fire Rescue's efforts, as they will direct the organization to its desired future while having reduced the obstacles and distractions along the way. Leadership-established work groups should meet and manage progress toward accomplishing these goals and objectives and adjust timelines as needs and the environment change. Regular reports of progress and changes shall be shared with Fire Rescue leadership.

<b>Goal 1</b>	<b>Create the appropriate staffing model to fulfill the needs of the department and best serve the community.</b>	
<b>Objective 1A</b>	<b>Determine if current staffing levels are adequate.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>Internally create and complete a workload capacity study for each Fire Rescue division.</li> <li>Obtain and create a work needs assessment from each Fire Rescue division.</li> <li>Reference a job assessment tool for each job specification from 2014 through human resources.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 1B</b>	<b>Analyze the current data to evaluate the need for staffing adjustments.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>Determine the optimum level of each position for organizational efficiency and effectiveness.</li> <li>Identify if any deficiencies exist through data obtained from the workload capacity study, the work needs assessment, and the job assessment tool.</li> <li>Conduct the analysis to develop recommendations.</li> <li>Report all findings to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 1C</b>	<b>Prioritize the staffing needs for each division.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>Determine the staffing needs of each division.</li> <li>Prioritize the needs based on the greatest impact on the Fire Rescue mission.</li> <li>Create a report of the findings and recommendations.</li> <li>Report all findings and recommendations to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

<b>Objective 1D</b>	<b>Implement the necessary changes to the staffing model after governance approval.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Seek approval for the staffing model change through the governance system.</li> <li>• Review, edit or create job specifications based on the staffing model.</li> <li>• Conduct the department's process for reallocation, promotion, and hiring to meet the new staffing model.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 1E</b>	<b>Provide new orientation for the approved positions.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Coordinate with human resources to conduct any required town orientation.</li> <li>• Conduct departmental orientation to include the required probationary status as applicable to the approved positions.</li> <li>• Monitor the probationary status of those placed in the approved positions.</li> <li>• Appropriately transition from probationary to normal status.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 1F</b>	<b>Conduct job specific training for the new, approved positions.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Complete the required training based on the job specification.</li> <li>• Obtain/maintain the required certifications and licenses.</li> <li>• Develop any training curriculum based on the job specifications.</li> <li>• Deliver the training.</li> <li>• Evaluate the results of the training.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 1G</b>	<b>Continuously evaluate the staffing to ensure the needs are met.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Determine if needs are adequately being addressed through changes to staffing.</li> <li>• Reference the needs identified in a work capacity study.</li> <li>• Develop and disseminate a report of the appraisal.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

<b>Goal 2</b>	<b>Enhance the professional development of our personnel to meet the needs of our organization and community.</b>	
<b>Objective 2A</b>	<b>Identify and evaluate organizational programs and requirements</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Review the requirements/recommendations for fire operations training (ISO, NFPA, OSHA, CFAI, departmental, DOT, DMV, SCLLR).</li> <li>• Review the requirements for EMS (NREMT, DHEC, ASHI, departmental)</li> <li>• Review the requirements for technical rescue/USAR (NFPA, OSHA, SCLLR, SLED, departmental).</li> <li>• Review requirements for HazMat (NFPA, OSHA, SCLLR, departmental).</li> <li>• Review the requirements for emergency communications (SLED, APCO, NENA, departmental, South Carolina Criminal Justice Head, EMD, EFD).</li> <li>• Review the requirements for fleet maintenance (EVT, DOT, NFPA, manufacturers, OSHA, departmental).</li> <li>• Review the requirements for the Bureau of Fire Prevention (Fire Marshal).</li> <li>• Review the requirements for emergency management (NIMS, SCEMO, departmental).</li> <li>• Review any ancillary organizational requirements (human resources, information technology, OSHA, FOSOA, etc.)</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 2B</b>	<b>Evaluate the strengths and weaknesses of programs and organizational wants and needs.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Compare the findings from the different program reviews with current organizational programs.</li> <li>• Identify any gaps found after the comparison.</li> <li>• Identify the relevant departmental wants and needs.</li> <li>• Develop a report of the findings and submit to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 2C</b>	<b>Research and develop programs to meet the identified needs and wants.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Research any existing programs from other like size and scope departments.</li> <li>• Modify and develop the programs to meet the needs and wants based on the findings.</li> <li>• Test, evaluate, and modify any program prior to implementation.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:







# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

**Objective 2D** Develop and execute the departmental implementation and evaluating plans for newly created programs.

**Timeframe**

**Assigned to:**

**Critical Tasks**

- Analyze the effectiveness of the programs.
- Update and modify as needed per the findings from the analyses.
- Report the findings to the Safety and Professional Development Division.

**Funding**

Capital Costs:

Consumable Costs:

**Estimate**

Personnel Costs:

Contract Services Costs:

**Objective 2E**

**Develop a process for continuous review and improvement of all development programs.**

**Timeframe**

**Assigned to:**

**Critical Tasks**

- Develop a program for continuing analysis and update of all programs.
- Research and develop any new programs to meet the changing needs and standards.
- Develop and modify any programs based on the research and development.
- Report all findings to the leadership team for further action.

**Funding**

Capital Costs:

Consumable Costs:

**Estimate**

Personnel Costs:

Contract Services Costs:



**Department Stakeholders Work Session**





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

**Goal 3** Improve the Community Outreach programs to promote our message to the community.

**Objective 3A** Identify and analyze delivery methods to promote our message.

**Timeframe** Assigned to:

- Identify current delivery methods.
- Analyze effectiveness of current delivery methods.
- Maintain or alter methods that are determined to be effective.

**Critical Tasks**

- Eliminate methods that are determined to be ineffective.
- Identify new and alternative methods of communications.
- Identify external organizations that can be utilized to strengthen outcomes:
  - United Way, Red Cross, DSS, etc.

**Funding Estimate** Capital Costs: Consumable Costs:  
Personnel Costs: Contract Services Costs:

**Objective 3B** Identify what message and community needs.

**Timeframe** Assigned to:

- Analyze call data and community risk assessment data.
  - Identify population groups.
  - Compile a list of points of contact for groups.
  - Engage Community Leaders of different populations.
- Critical Tasks**
- External stakeholders – survey for message needs and gap.
  - Internal stakeholders – survey message ideas and initiatives.
  - Assess results for new methods of communication.
  - Correlate data to community needs and expectations.
  - Engage internal stakeholders to gain message info and obtain appropriate authorization.

**Funding Estimate** Capital Costs: Consumable Costs:  
Personnel Costs: Contract Services Costs:

**Objective 3C** Develop messages from information obtained from previous objectives and develop curriculum.

**Timeframe** Assigned to:

- Determine and develop delivery methods for different populations.
- Train crews and messengers on message and message delivery.
- Develop curriculum for training of crews/messengers.

**Critical Tasks**

- Train the trainer:
  - Department stakeholders
  - Community stakeholders
- Deliver group specific message through identified medium.

**Funding Estimate** Capital Costs: Consumable Costs:  
Personnel Costs: Contract Services Costs:





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

**Objective 3D Evaluate the message delivery and health of the program.**

**Timeframe**

**Assigned to:**

**Critical Tasks**

- Obtain the feedback from the groups involved in the message.
- Collect the data from call data and community leaders.
- Measure the effectiveness of the outcomes utilizing the data collected.
- Reevaluate the programs as needed.
- Report all findings to the appropriate personnel/department head.

**Funding**

Capital Costs:

Consumable Costs:

**Estimate**

Personnel Costs:

Contract Services Costs:



**Department Stakeholders Work Session**







# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

<b>Goal 4</b>	<b>Enhance emergency communications through recognized best practices and regulations to meet organizational needs.</b>	
<b>Objective 4A</b>	<b>Conduct an assessment of all communications systems, including station alerting, phone systems, radio, and emergency alerting notifications.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Identify the components of each communications system.</li> <li>• Assess the technological life cycle of each component.</li> <li>• Assess the maintenance requirements of each component.</li> <li>• Research and evaluate the best practices and organizational needs.</li> <li>• Assess system reliability.</li> <li>• Assess the potential return on investment.</li> <li>• Evaluate any partnerships available.</li> <li>• Report all findings to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 4B</b>	<b>Assess the determined solutions to identify any deficiencies, gaps, and areas for improvement.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Develop a needs document.</li> <li>• Review, update and create new policies.</li> <li>• Work with vendors to re recommend resolutions and improvements.</li> <li>• Work with established partners to recommend resolution and improvements.</li> <li>• Report all findings to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 4C</b>	<b>Identify solution costs and alternative funding sources.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Leverage federal, state, and local funding where possible.</li> <li>• Determine any budget implications and implementations.</li> <li>• Conduct a cost analysis versus maintenance versus upgrade versus purchase options.</li> <li>• Report all findings to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

**Objective 4D Implement any identified and approved solutions.**

**Timeframe**

**Assigned to:**

- If needed, purchase the solutions through the established procurement systems.
- Conduct a train-the-trainer process.
- Train the end-user.

**Critical Tasks**

- Place all raining material in a centralized training repository.
- Develop and implement any needed policies.
- Establish a process for re-evaluation.

**Funding**

Capital Costs:

Consumable Costs:

**Estimate**

Personnel Costs:

Contract Services Costs:



**Department Stakeholders Work Session**





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

<b>Goal 5</b>	<b>Improve the quality of EMS care on Hilton Head Island.</b>	
<b>Objective 5A</b>	<b>Develop performance measures for time-sensitive diagnoses.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Review medical literature to determine which emergencies are time sensitive.</li> <li>• Identify evidence-based bundles of care for each diagnosis.</li> <li>• Include best practices from top performing systems when good evidence is not available.</li> <li>• Develop mechanisms to collect data to measure whether or not appropriate care is being delivered.</li> <li>• Create data visualization and monthly reporting to monitor performance which in turn informs the training needs of the department.</li> <li>• When possible obtain actual outcome data (e.g., CARES registry, AHA Mission: Lifeline / ACTION-GWTG, ESO's Health Data Exchange).</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 5B</b>	<b>Ensure EMTs and paramedics have the skills, knowledge, and ability to deliver EMS care at the highest level.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Evaluate and improve onboarding process for EMTs and paramedics.</li> <li>• Enhance education, training, and re-certification program (EMT and paramedic refresher) including simulation and hands-on skills development.</li> <li>• Identify and develop subject matter experts in various medical disciplines and clinical skills.</li> <li>• Adopt a field training and evaluation (FTEP) program for EMTs and paramedics to replace current precepting process.</li> <li>• Identify field training officers (FTOs) to provide supervision and monitor performance.</li> <li>• Develop a continuous quality improvement program in partnership with the Center for Patient Safety.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 5C</b>	<b>Provide state-of-the-art equipment, facilities, and infrastructure to support world class EMS service delivery.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Convene committees and working groups to analyze current equipment, emerging trends, best practices, and gaps in our service delivery.</li> <li>• Conduct annual needs assessment and incorporate into program analysis, strategic plan, capital improvement process.</li> <li>• Report all findings to the leadership team for future action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

**Objective 5D** Identify and develop new ways to serve vulnerable or at-risk members of the community.

**Timeframe**

**Assigned to:**

- Strengthen reporting mechanisms to identify at-risk members of the community.
- Utilize actual call data to identify call types for community risk reduction (e.g., fall prevention).
- Connect at-risk individuals with family and community resources (e.g., out-of-state relatives, Volunteers in Medicine, Deep Well, United Way, Red Cross, Meals on Wheels, faith-based institutions).
- Provide on-site and after-the-fact education to vulnerable community members.
- Develop a training program so that staff understand what resources are available and the limits of the program (what we can and cannot accomplish).

**Critical Tasks**

**Funding**

Capital Costs:

Consumable Costs:

**Estimate**

Personnel Costs:

Contract Services Costs:







# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

<b>Goal 6</b>	<b>Enhance information technology systems to support the mission and improve efficiencies.</b>	
<b>Objective 6A</b>	<b>Identify the desired level of performance required for the department.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Research the best practices of the industry and from like size and scope departments.</li> <li>• Research the best practices from other professional organizations.</li> <li>• Create a needs document.</li> <li>• Identify any emergency trends at the time.</li> <li>• Conduct a cost benefit analysis.</li> <li>• Determine if the desired level of achievable.</li> <li>• Determine if redundancy is being reduced.</li> <li>• Report all findings to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 6B</b>	<b>Assess the current system performance of information technology across the core programs.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Assess and determine the need for a third-party analysis.</li> <li>• Assess the current hardware being used, including the age and longevity.</li> <li>• Assess the current software being used by the department.</li> <li>• Assess the software compatibility and interoperability.</li> <li>• Create a feedback survey.</li> <li>• Distribute the survey and collect the data.</li> <li>• Analyze the data gathered from the survey.</li> <li>• Identify any external influence.</li> <li>• Identify what is working and not working</li> <li>• Determine if the organization can optimize its current status.</li> <li>• Report all findings to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:
<b>Objective 6C</b>	<b>Determine any funding opportunities to meet the goals success.</b>	
<b>Timeframe</b>	<b>Assigned to:</b>	
<b>Critical Tasks</b>	<ul style="list-style-type: none"> <li>• Determine all anticipated costs.</li> <li>• Determine any ongoing maintenance costs, including fees and subscriptions.</li> <li>• Determine if any grants or alternative funding sources exist.</li> <li>• Identify the current town funding sources.</li> <li>• Determine if there is a cost savings through shared systems.</li> <li>• Report all findings to the leadership team for further action.</li> </ul>	
<b>Funding Estimate</b>	Capital Costs: Personnel Costs:	Consumable Costs: Contract Services Costs:





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

**Objective 6D** Conduct training on the implementation any new systems adopted by the department.

**Timeframe** \_\_\_\_\_ **Assigned to:** \_\_\_\_\_

- Build, distribute, and analyze to determine the training needs for new systems.
- Develop the training based on the needs determined.
- Standardize the training process for information technology implementation.

**Critical Tasks**

- Determine one central location for storage of all training materials.
- Review any third-party training opportunities.
- Conduct the training identified department members.
- Conduct any reviews and modifications as needed.

**Funding Estimate** Capital Costs: \_\_\_\_\_ Consumable Costs: \_\_\_\_\_  
 Personnel Costs: \_\_\_\_\_ Contract Services Costs: \_\_\_\_\_



**Department Stakeholders Work Session**





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Strategic Plan Vision

On the final day of the process, the CPSE presented a strategic plan vision of where the organization will be in the future if the strategic plan is accomplished. This is not to override the department's global vision but rather, to confirm the future of the work that was designed by the department stakeholders. This vision is intended as a target of excellence to strive toward and provides a basis for its goals and objectives.

### Hilton Head Island Fire Rescue's 2023 Vision

is continual organizational improvement utilizing the international accreditation model for Emergency Services that is mission-focused on prevention, education, preservation, protection, and conservation, while valuing compassion, integrity, professionalism, and diversity.

**H**aving the community's best interest in mind, we will continue to connect with them through relevant outreach methods and bolster our emergency communications to meet changing needs.

**H**elping our personnel meet the needs of the public, we will endeavor to provide an appropriately staffed organization that is trained, equipped, and ready to meet the changing needs of those who live, work and play on the island.

**I**n an effort to effectively meet evolving needs, our concentration on enhancing our EMS program will provide for more positive outcomes, contributing to the Hilton Head Island way of life.

**F**or us to be our best and to meet all expectations, will continue to seek and embrace new technology that will help us serve all stakeholders in an efficient manner.

**R**emembering our history but always looking to the future, we will always remain committed to our calling by holding each other accountable for fulfilling our mission, living our values, accomplishing our goals, and making this vision a reality.





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Performance Measurement

To assess and ensure that an organization is delivering on the promises made in their strategic plan, the organization's leaders must determine performance measures for which they are fully accountable. As output measurement can be challenging, the organization must focus on the assessment of progress toward achieving improved output. Jim Collins states, "What matters is not finding the perfect indicator, but settling upon a *consistent and intelligent* method of assessing your output results, and then tracking your trajectory with rigor."<sup>2</sup> Organizations must further be prepared to revisit and revise their goals, objectives, and performance measures to keep up with accomplishments and environmental changes.

To establish that the department's strategic plan is achieving results, performance measurement data will be implemented and integrated as part of the plan. An integrated process, known as "Managing for Results," will be utilized, which is based upon:

- The identification of strategic goals and objectives;
- The determination of resources necessary to achieve them;
- The analyzing and evaluation of performance data; and
- The use of that data to drive continuous improvement in the organization.

A "family of measures" typically utilized to indicate and measure performance includes:

- **Inputs** - Value of resource used to produce an output.
- **Outputs** - Quantifiable units produced which are activity-oriented and measurable.
- **Efficiency** - Inputs used per output (or outputs per input).
- **Service Quality** - The degree to which customers are satisfied with a program, or how accurately or timely a service is provided.
- **Outcome** - Qualitative consequences associated with a program/service; i.e., the ultimate benefit to the customer. Focused on the "why" of providing a service.

- If you don't measure the results of your plan, you can't tell success from failure.
- If you can't see success, you can't reward it.
- If you can't reward success, you're probably rewarding failure.
- If you can't see success, you can't learn from it.
- If you can't recognize failure, you can't correct it.
- If you can demonstrate results, you can win public support.

Reinventing Government

David Osborn and Ted Gaebler

<sup>2</sup> Collins Good to Great and the Social Sectors. Boulder, 2009







# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## The Success of the Strategic Plan

The department has approached its desire to develop and implement a strategic plan by asking for and receiving input from the community and members of the organization during the development stage of the planning process. To assist in the development of this plan, the department used professional guidance to conduct a community-driven strategic planning process. The success of this strategic plan will not depend upon implementation of the goals and their related objectives, but from support received from the authority having jurisdiction, the members of the organization, and the community-at-large.

**“No matter how much you have achieved, you will always be merely good relative to what you can become. Greatness is an inherently dynamic process, not an end point.”**

Good to Great and the Social Sectors  
Jim Collins

Provided the community-driven strategic planning process is kept dynamic and supported by effective leadership and active participation, it will be a considerable opportunity to unify department and community stakeholders through a jointly developed understanding of organizational direction; how all vested parties will work to achieve the mission, goals, and vision; and how the organization will measure and be accountable for its progress and successes.<sup>3</sup>

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<sup>3</sup> Matthews (2005). *Strategic Planning and Management for Library Managers*





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Glossary of Terms, Acronyms, and Initialisms

<b>Accreditation</b>	A process by which an association or agency evaluates and recognizes a program of study or an institution as meeting certain predetermined standards or qualifications. It applies only to institutions or agencies and their programs of study or their services. Accreditation ensures a basic level of quality in the services received from an agency.
<b>AED</b>	Automatic External Defibrillator
<b>APCO</b>	Association of Public-Safety Communications Officers
<b>ASHI</b>	American Safety and Health Institute
<b>BCSO</b>	Beaufort County Sheriff's Office
<b>CAD</b>	Computer Aided Dispatch
<b>CFAI</b>	Commission on Fire Accreditation International
<b>CPR</b>	Cardio Pulmonary Resuscitation
<b>CPSE</b>	Center for Public Safety Excellence
<b>Customer(s)</b>	The person or group who establishes the requirement of a process and receives or uses the outputs of that process; or the person or entity directly served by the department or agency.
<b>DHEC</b>	Department of Health and Environmental Control
<b>DOT</b>	Department of Transportation
<b>DMV</b>	Department of Motor Vehicles
<b>DSS</b>	Department of Social Services
<b>EFD</b>	Emergency Fire Dispatch
<b>Efficiency</b>	A performance indication where inputs are measured per unit of output (or vice versa).
<b>EMD</b>	Emergency Medical Dispatch
<b>EMS</b>	Emergency Medical Services
<b>EMT</b>	Emergency Medical Technician
<b>Environment</b>	Circumstances and conditions that interact with and affect an organization. These can include economic, political, cultural, and physical conditions inside or outside the boundaries of the organization.
<b>EOC</b>	Emergency Operations Center
<b>EPCR</b>	Electronic Patient Care Report





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

<b>ESF</b>	Emergency Support Function
<b>EVT</b>	Emergency Vehicle Technician
<b>GIS</b>	Geographic Information System
<b>HHFA</b>	Hilton Head Firefighters' Association
<b>HHI</b>	Hilton Head Island
<b>HHP</b>	Hilton Head Plantation
<b>HR</b>	Human Resources
<b>Input</b>	A performance indication where Mobile Data Terminal
<b>Mission</b>	An enduring statement of purpose; the organization's reason for existence. Describes what the organization does, for whom it does it, and how it does it.
<b>NENA</b>	National Emergency Number Association
<b>NFPA</b>	National Fire Protection Association
<b>NREMT</b>	National Registry of Emergency Medical Technicians
<b>OSHA</b>	Occupational Safety and Health Administration
<b>Outcome</b>	A performance indication where qualitative consequences are associated with a program/service; i.e., the ultimate benefit to the customer.
<b>Output</b>	A performance indication where a quality or number of units produced is identified.
<b>PPE</b>	Personal Protective Equipment
<b>Performance Measure</b>	A specific measurable result for each goal and/or program that indicates achievement.
<b>SCBA</b>	Self-Contained Breathing Apparatus
<b>SCDOT</b>	South Carolina Department of Transportation
<b>SCLLR</b>	South Carolina Department of Labor, Licensing and Regulations
<b>SLED</b>	South Carolina Law Enforcement Division
<b>Stakeholder</b>	Any person, group, or organization that can place a claim on, or influence the organization's resources or outputs, is affected by those outputs, or has an interest in or expectation of the organization.
<b>Strategic Goal</b>	A broad target that defines how the agency will carry out its mission over a specific period of time. An aim. The final result of an action. Something to accomplish in assisting the agency to move forward.





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

<b>Strategic Objective</b>	A specific, measurable accomplishment required to realize the successful completion of a strategic goal.
<b>Strategic Plan</b>	A long-range planning document that defines the mission of the agency and broadly identifies how it will be accomplished, and that provides the framework for more detailed annual and operational plans.
<b>Strategic Planning</b>	The continuous and systematic process whereby guiding members of an organization make decisions about its future, develop procedures and operations to achieve that future, and determine how success is to be measured.
<b>Strategy</b>	A description of how a strategic objective will be achieved. A possibility. A plan or methodology for achieving a goal.
<b>SWOT</b>	Strengths, Weaknesses, Opportunities and Threats.
<b>THIRA</b>	Threat and Hazard Identification and Risk Assessment
<b>TIC</b>	Thermal Imaging Camera
<b>USAR</b>	Urban Search and Rescue
<b>USCB</b>	University of South Carolina - Beaufort
<b>Vision</b>	An idealized view of a desirable and potentially achievable future state - where or what an organization would like to be in the future.





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

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# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Appendix 1

### Community Expectations

Understanding what the Hilton Head Island community expects of its fire emergency services organization is critically important to developing a long-range perspective. With this knowledge, internal emphasis may need to be changed or bolstered to fulfill the community needs.

Respondents were asked to list, in priority order, up to five subjects relative to the career field future direction they have for Fire Rescue. Responses were then analyzed for themes and weighted. The weighting of the prioritized responses was as follows: if it was the respondent's first entry, then it received five weighted points. Weighting gradually decreased so that if it was the respondent's fifth entry, then it received one weighted point. The weighted themes were then sorted from the highest cumulative weight to the lowest cumulative weight and listed below. The numbers in the parentheses are the cumulative weighted value that correlated with the theme identified. While the themes are listed in prioritized, weighted order, all responses were important in the planning process. The following are the career field future direction responses of the key stakeholders:

#### Community Expectations of Fire Rescue (in priority order)

1. Timely response to emergency requests. Service/quick response time. Quick response times. Immediate/timely response. That response time is most efficient for each station to the incident. Time from call to response. (132)
2. Professional, trained staff with the ability to address emergency needs on the site of the emergency. Trained responders with proper equipment. Competence and skill, expertise. State-of-the-art training and supervision. Have highly trained and mission ready employees in all aspects of service delivery. To be well-educated and skilled at their jobs. Training - time and knowledge of all the latest equipment to save a life. High level of training. Well-trained, qualified personnel who meet or exceed national standards/requirements for fire rescue services. I expect all personnel to be trained, this includes 911 operators. Department that constantly trains in life saving exercises. 911 operators trained to assess calls and caller information and to direct appropriate resources. (110)
3. State-of-the-art equipment. Be properly equipped to handle natural disasters more effectively. Having the right equipment for the job. Best equipment available. That the equipment used and needed is in top shape. Latest technology and equipment to be transported to the scene of an emergency. Age of equipment. Technology - cardiac, etc. on the ambulance. (70)





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4. Education of residents and businesses. Provide community outreach programs (in schools, CPR, wildfire) and educational opportunities for visitors and guests - wildfire danger, hurricane warnings, evacuation routes. That the department is educating the community. Provide ongoing education. In a small island, every citizen should know the role they will play in a situation. Have training for our building and practice drills. Work with the private sectors/companies to educate them on fire prevention/EMS/technical rescue (basic). More training for firefighters and schools for active shooter. Would like to see more training opportunities between fire and security departments. What is our role and what are the expectations of security when responding to fire and medical calls. (60)
5. Preparedness for next hurricane/storm. Disaster preparedness - not only for residents but information for visitors and guests - evacuation routes. Being in a coastal area, the fire department needs to be ready for simultaneous issues arising from storms, including fires, people trapped, etc. Strong hurricane-related planning and operations. Involvement with other community partners (police, medical, public works) relative to disaster planning. (31)
6. EMS - the best for are the first to respond. Continue to enhance medical/trauma patient survivability through EMS operations. Enhanced focus on the 70% of incidents handled by the department related to EMS operations. (23)
7. Professionalism, courtesy, and compassionate behavior toward patients and the community. To deal with citizens under stress in as kindly a manner as possible. Maintain professionalism at all times. Courteous. (23)
8. More involvement with the community - on-site presence in the neighborhoods, involving the public more than expected - CPR training, etc. Open and maintain dialogue with all members of the community, to assure their cooperation when disaster strikes. Community involvement - reaffirm commitment/training and love of community. Work with the community. Get to know the community more. Build upon current community involvement. (22)
9. Continue to improve preservation of property and life safety in fires. Good outcomes for persons and property. To extinguish fires ASAP doing a little damage as possible in the process. (21)
10. Appropriate staffing and skilled people who perform their duties effectively (especially the firefighters themselves) and timely response time. That there are plenty of firefighters available. Department is constantly seeking the highest quality of applicants to serve the community. Create a desire of personnel to remain with the department and a succession plan for management. Balancing staff-level appropriateness (meeting needs without being overstaffed). (18)







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11. Ability to provide cost effective service. Continue to utilize effective and efficient use of financial resources entrusted to the department from taxpayers. To manage the budget efficiently to avoid wasting taxpayers' money. Fiscal responsibility - stay in your budget. (14)
12. All buildings (commercial) checked for code violations. Public safety through code enforcement. Input into building codes/combustible material used for multi-story high occupancy structures; fire suppression requirements. (13)
13. Communication and updates during natural disasters - hurricanes. Comprehensive and up-to-date communications regarding department activities, programs, resources, etc., including modern website, mobile app, and social media channels. Clear communication of departmental needs and public safety needs. (11)
14. Protect and serve the community as a whole. To save lives in the event of an emergency. (10)
15. Enhance safety of fire/rescue members at fire and EMS incidents. Provide for the safety of the community as well as the safety of the firefighters - including wellness (physical and mental) programs. Safety - each member in the department is physically, mentally, and equipped with the equipment to perform safely. Department that cares for their employees' mental and physical needs. (10)
16. Coordination with private security personnel in plantations. Communication with other first responders, security departments - would like notification when Fire Rescue is responding to a call. (8)
17. Understand high-priority community risks - and have an adequate Fire Prevention Bureau and program to meet the needs. Prevention of fires and emergencies. (7)
18. Effective use of data derived from EMS and fire incidents to enhance measurability of objective performance. Measurements of what was good and what could have been better in completing a task and recording it. (6)
19. Expect the fire department to provide an all-hazards emergency response, 24/7. (5)
20. I feel that the fire department should inform or educate the public on how to drive when a fire truck or any other emergency vehicle enroute to a fire. (5)
21. A department that values lifesaving services and rescues. (5)
22. Mobile integrated healthcare/community wellness. (5)
23. Command level relationships within the department as well as with the public. (5)
24. Provision of specialized fire alarms for the hard-of-hearing, ladders for those who live on 5th floors, and AEDs that can be purchased at low cost. We live on the 5th floor - ladder to rescue. (4)







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25. Compassion and understanding for the victims. (4)
26. Excellent communication of total island and county with fire departments, police, hospital, etc. (4)
27. I expect all Fire Rescue personnel to be helpful and respectful. (4)
28. Excellent communication from personnel on scene in advice or also from 911 dispatch. (4)
29. Follow up with individuals impacted by fire/medical emergency to evaluate response. (4)
30. To have a concern for traffic patterns when arriving at a vehicle collision scene. (4)
31. Ability or capacity to handle multiple requests for assistance. (3)
32. Promote adoption of residential and commercial installation of automatic fire sprinklers. (3)
33. Need to continually market the advantage of the department's operations that benefit residents and visitors. (3)
34. Prevention of fires/crisis situations. (3)
35. Provision of Narcan for drug overdoses. Drug overdose awareness on the ambulance. (3)
36. Working with property owners on zoning/housing development issues. (3)
37. Leadership. (3)
38. Friendly and/or kind. (3)
39. Capacity or ability to provide mutual aid to the neighboring community. (3)
40. Continued emphasis on the ability of the department to maintain and lower property insurance costs for residential and commercial property owners. (2)
41. Have resources available to manage major events, private or national/local assets should be labeled and expediated with proper funding. (2)
42. Efficient and knowledgeable supervision, budgets, policy, etc.
43. Collaboration with ESF partners (water, electric, hospital, etc.). (2)
44. Realistic expectations for infrastructure and right-of-way needs in non-gated areas (working with owners on win/win solutions. (2)
45. Help in non-emergency situations when possible - tree removal and low-hanging branches. (2)
46. Continued advocacy for improved cardiac arrest outcomes and need for local governmental adoption of automatic fire sprinkler legislation. (1)
47. Costs of items, equipment, and training as a factor to prevent the loss of services needed. (1)
48. Use social media and other technology to reach out and be reached. (1)
49. Make sure the department is paid properly. (1)
50. Keeping medical transport bills for patients reasonable. (1)





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## Areas of Community Concern

The planning process would be incomplete without an expression from the community stakeholders regarding concerns about the organization. Some areas of concern may in fact be a weakness within the delivery system, while some weaknesses may also be misperceptions based upon a lack of information, understanding, or incorrect information.

Respondents were asked to list, in priority order, up to five concerns they have about or for the department. Responses were then analyzed for themes and weighted. The weighting of the prioritized concerns was as follows: if it was the respondent's first entry, then it received five weighted points. Weighting gradually decreased so that if it was the respondent's fifth entry, then it received one weighted point. The weighted themes were then sorted from the highest cumulative weight to the lowest cumulative weight and listed below. The numbers in the parentheses are the cumulative weighted value that correlated with the theme identified. While the themes are listed in prioritized, weighted order, all responses were important in the planning process. The following are the concerns of the key stakeholders prioritized and weighted accordingly:

### Areas of Community Concern about Fire Rescue (verbatim, in priority order)

1. Does the community really know/understand what firefighters do? Not sure as a business owner what programs are available to assist our team and putting guests in emergencies. Want public to understand difficulty of the job. The community is not aware of our fire department's EMS and other programs besides fire suppression and rescue. Public has little idea on what it takes/means to be accredited. (26)
2. Health and wellbeing of firefighters and officers. Effects of trauma on personnel at all levels of service delivery. Safety for the members. Numerous vacant buildings - safety for firefighters' concern. Protection for crews during active shooter scenarios. (22)
3. In a retirement community, paramedics are a demanded asset. Do we have enough? Are there adequate human resources for administrative functions, firefighters, and trainers? Staffing - are we adequately staffed particularly during peak tourist season? Losing good personnel. (21)
4. Is there adequate equipment to effectively fight fires? Aging equipment. Equipment failure. (20)
5. Time to respond to service. Growth in Hilton Head - leads to vehicle congestion and slower response times. Response time with traffic issues - should we consider "Opticom" devices? (18)
6. Cost of living - can employees afford to live where they work? Do employees have a dedicated sense of community? Is there a high rate of transfer out of the area because of cost of living here? Heard at





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- a town meeting that starting pay was not sufficient to live on the island. Salaries of the members to continue to keep up with the cost of living. (18)
7. Without much information but from observation, HHIFR runs a very costly operation. Costs of equipment. Use of methods and ways to reduce costs, needs, and necessary ways to safely, efficiently perform. Cost of all fire and EMS facilities. (17)
  8. I do not understand the department's response protocol in dispatching a fire truck with each EMS vehicle, whether it is a medical assist at a nursing home, fender bender, etc. Other departments that I've worked with have eliminated the fire truck response and substituted smaller, more efficient response vehicles. Size of vehicles in private communities. At times, I have seen large vehicles respond to medical calls. Are there enough ambulances? (15)
  9. We at Ocean Walk have A-B split units in our condo, that the B side has no breaker box for electric cut off. The door that separates the two living quarters is in some cases nailed closed. This has been grandfathered by the town. My greatest fear is this is where fire could start and spread to the building. The intent of the original building was for this to be a mother-in-law, second bedroom with a thumb latch only and easy access from B side to A with the electric panel. (14)
  10. Budget - allocations to the needs of the community as priority not unnecessary spending on non-essentials. Does the budget support the needs of the fire department - future needs? Is it properly funded to be able to handle growth in the city and county in the next 5 - 10 years? (13)
  11. Need to figure out how to keep the community updated during hurricanes - especially for those not on social media. How can we as a community communicate and assist with those not on social media during natural disasters. How can there be a local set up for communication during the aftermath of a hurricane? (12)
  12. There are only 65,000 permanent residents but swells to 2,000,000. The department cannot keep up - needs a better plan. Ability to serve the growth year-round and tourist population. Limitations of resources available due to location/increased population of the island. (12)
  13. Opioid crisis impact on the community and services available. There are dug issues, even in HHI. Narcan needs to be passed out. Drug overdose awareness, use of Narcan and the possibility of it being supplied to the general public. (11)
  14. Could dispatch call security whenever there's an emergency on the property? There have been a few occasions when station 1 is on an emergency/call on the property and we don't know about it. Communication - sometimes fire and/or EMS is on our property and we do not know they are there. (10)





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15. Possible/relatively low frequency of structural fire experience. How does the department stay educated? (7)
16. Island's aging infrastructure that can create or accelerate a disaster. Aging infrastructure on the island can cause increased calls for service. (7)
17. Active shooter/disaster - are they equipped to handle? Increase in dangers of the department such as terrorists and active shooters in the country. "What planning has been done for "terrorist/active shooter" situation? (6)
18. AED in parks and beach areas. Community parks should have first aid kits. Near the playground would make a huge impact. (6)
19. Gated communities - speed bumps, slow response. Are stations strategically placed? More than enough fire stations. (6)
20. How well does it work with other service organizations (sheriff, police, hospital, city boards, etc.)? (5)
21. Continued capabilities of handling large scale incidents, i.e. hurricanes, natural disasters. (5)
22. Seems that I see vehicles out of service frequently - concerned about keeping the fleet healthy. (5)
23. Do they get support they need from Town Council? (5)
24. Complacency. (5)
25. Not staged for every large community event, only certain ones (need at all events through the town). (4)
26. We live in a forested environment. Why are we not linked to a forestry team to train the men to handle our hazards? (4)
27. It doesn't seem like we have that many incidents of fire here - do they get bored? (4)
28. Need for education and work with minority communities to make sure they trust the fire department and understand their role. Has HHIFR reached out to help educate the public in evacuation/hurricane planning? (4)
29. Hazardous materials - need more emphasis on what to take where/when (disposal). Mobile pickup services might be considered. (4)
30. Hurricane evacuations - take lead on finding a suitable evacuation location for the town and utilities. (4)
31. Routine response mentality. (4)





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32. Possible limitations of available resources for fire suppression due to increasing number of emergency medical responses (minimum staffing). (4)
33. Courtesy - there have been occasions where fire/EMS seems to look down on security responders, like our job does not matter. (4)
34. Why at 4 am in the morning do EMS vehicles need to use sirens? No traffic other than enjoying the sound enjoying the sound from inside the EMS unit - do you need to use such a protocol? (3)
35. If not by bridge, first responders should be on the ground first - boat, plane, balloon - Hurricane Matthew - 29 residents in HHP alone - civilians cut out to safety. At least leave someone a key. (3)
36. Highly trained 911 staff? (3)
37. Is it planning on adjusting with population changes/demographics - younger/older? (3)
38. Many businesses "allow" people to park in "no parking" areas - e.g., Publix grocery entrance. (3)
39. Town's ability to fund the outcome of this 5-year plan. (3)
40. Losing a caring touch. (3)
41. Losing touch with the community. Community not staying involved. (3)
42. When a citizen sees a fire truck and EMS vehicle pull into Harris Teeter and staff exit for grocery shopping, it is not a good optic - why does it take four - five folks to grocery shop? (2)
43. Fire investigations - is it current with the best tools? (2)
44. Train for more gunshot wound reactions and Life Flight drills. Violence will increase as it has. The speed of a response team trained in trauma could save lives. (2)
45. Is it learning new and efficient ways to meet the goals with improved technological advances instead of doing it the same old way? (2)
46. Ability of the town to have buy in of the process. (2)
47. Medical responses - hospital on island off. (2)
48. I don't hear enough about what the department does in community outreach. (1)
49. Who is the community "ambassador" or face of the department, media liaison? (1)
50. The process comes up with an obtainable plan. (1)
51. Not really a fire department problem but concerned about the hospital being kept on the island. (1)
52. Aging population on the island - lead to increased calls for service. (1)
53. Water availability - on the island. (1)
54. Lack of professionalism of younger staff members. (1)





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## Positive Community Feedback

The CPSE promotes the belief that, for a strategic plan to be valid, the community's view on the organization's strengths must be established. Needless efforts are often put forth in over-developing areas that are already successful. However, proper utilization and promotion of the strengths may often help the organization overcome or offset some of the identified weaknesses.

### Positive Community Comments about Fire Rescue (verbatim, in no particular order)

- Appears that Fire Rescue has a very professional staff – have only had four interactions w/dept. – employees courteous, knowledgeable and provided timely response.
- Up to date equipment.
- Community engaged – high visibility and involved w/community.
- Great Christmas outdoor decorations!
- Part of community.
- One department in every plantation, or close by.
- Friendly – helpful -safety classes.
- Great team during hurricane Matthew.
- Exemplary accomplishments in enhanced survival of cardiac arrest through emphasis on the importance of the chain of survival.
- Exceptional customer care in regard to public image to demonstrate compassion for fire and EMS victims.
- Outstanding attention to appearance and care of taxpayer investment in regard to fire apparatus and fire stations.
- Committed leadership by senior fire/EMS officers that sets the expectations for the department.
- Budget – there is no shortage of funds.
- Community – we care as much as you do,
- Locations – ease of navigation outside the gates.
- Island – there is plenty of water.
- Leadership – paid advice is better than no advice. Before looking out you must look in.
- Facilities are excellent and employees well paid.
- Reputation in community of staff far exceeds that of other community services such as Beaufort County Sheriff's Office, which is often viewed as corrupt.







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- This process for community input is great.
- Accreditation accomplishments.
- Dedicated personnel.
- Strong cross training between medical and fire suppression.
- Economic impact of quality training accreditation – i.e., insurance rates and rating.
- Quality employees.
- EMS included under a fire-based EMS model – a way to hopefully create revenue.
- Modern equipment --- tiller yippee!
- All hazards organization.
- Facilities- most are wonderful – what a great place to work!
- There seems to be plenty of fire stations on the island. Very good!
- The building and trucks etc., seem to be new! Good shape!
- Cinda Seaman does a great job of community education and awareness.
- Seems to be well run organization.
- Excellence – keep it going.
- On many occasions I have seen fire-rescue come to our building, saving drug overdose accidents at Ocean Walk.
- I'm not familiar enough with our fire department to comment, but I will say I do see the department diligently maintaining the fire stations buildings and landscaping.
- Trucks are always spotless. This in my opinion speaks to what I assume would be a well-run organized tight team of firefighters.
- Bravo to the EMS team and fire truck team who was called to our family home. Although they spent an hour working on my father, he went home to the Lord. But these men were full of compassion and love, well trained and sympathetic to our family. Will never forget.... ever!!
- I applaud you for your work and dedication, Operation R&R (military support). I also had the privilege to work the concession stand at the Heritage with these heroes. God Bless you all!
- Hurricane Matthew: we stayed because of our business and elderly neighbors who chose to do so. EMS and truck came two days after the hurricane to help rescue an elderly lady in distress. They had saws and were able to cut through downed trees to meet those needs, however asked we not share that they used chainsaws...were not allowed by Beaufort County?? Insane rules/regulations.





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- Response time is great, department staff is professional.
- Cardiac care protocol is second to none.
- Windmill Harbor – had two neighborhood experiences with fire/rescue - both excellent.
- Generally, just feel positive.
- Contributing back to the community by getting involved in fundraiser.
- As evidence during Hurricane Matthew and Irma, first responders quick reaction/planning allowed residents to be back on the island safe and sound.
- Handling of the Hurricane Matthew in making those of us who live here feel safe.
- Presence at Heritage Golf (RBC). Wine at Nine was way to have the department be approachable, plus give friends a thank you.
- Having this meeting for customer input from general public – gives feeling of being more approachable.
- Based on my experiences HHI Fire Rescue has been very responsive -i.e., arriving quickly to an emergency scene and quickly resolving situations very professionally.
- CPR/AED training has been informative and taught in a manner that leaves participants feeling knowledgeable and confident.
- Community pancake breakfast was well-organized and attended – fun.
- I feel that the fire and rescue of Hilton Head does a great job in being part of the community i.e., going to events, having classes, and other numerous community involvement.
- I feel that there is numerous community involvement.
- I feel that there are numerous fire stations throughout the island which allows emergency calls to be answered in a timely fashion.
- They have a new training area too help new hires/trainees to get firsthand experience.
- The physical equipment and fire stations are superb.
- Very professional interactions with the personnel.
- It appears that there seem to be no issues in recruiting an elite force?
- Department has an excellent outreach effort to community members.
- Seems to be a harmonious relationship with fellow firefighters?
- You all do excellent work! Keep it up.
- The special teams' capabilities i.e., hazmat, water responses and technical rescue.







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- During Hurricane Matthew the department realized risk over reward and moved personnel to a safe command/operation center.
- The department's concerns for interactions and inputs from residents, businesses and key players.
- The department's desire to keep looking forward and staying credentialed.
- Appears very professional and well organized.
- Condition and maintenance of apparatus appears to be excellent.
- Appears the department has continuous/structured training program as evidenced at training grounds.
- Excellent – that we don't see firefighters hanging out when idle outside station.
- Very professional -fire/EMS.
- Fire stations very nice and well maintained.
- Great response times.
- Community involvement.
- Great leadership especially during catastrophes.
- Well trained.
- Present professional appearance.
- Excellent equipment.
- They keep us informed – Tom Dunn (excellent job and very detailed).
- Quick response times (EMS and fire department).
- Strong leadership.
- Modern stations, serviced vehicles.
- Well trained staff.
- Fire investigation team is top notch.
- Community outreach to the people of Hilton Head.
- Excellent staff!
- Well-funded department.
- Community leadership!
- Enhances quality of life and attractiveness of island to new residents and businesses through its excellence. Responsive to community and civil partners.
- Professional personnel, community oriented.
- Facilities and equipment appear to be first rate.





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- Great response time.
- Going the extra mile while on scene.
- Knowledgeable personnel.
- Professionalism.
- A true caring for the people you serve.
- Command officers are professional. Work well with other public safety agencies.
- Interaction with fire service and EMS is always pleasant, professional.
- Not familiar with the day to day in house operations so beyond personal experience I cannot provide anything further.
- During extended emergency operations (hurricane, storms, etc.) it would appear to public that they do work well with other emergency entities – Sheriff, security, hospital, etc.
- Response time with improved emergency access gates.
- New/improved fire stations.
- Hurricane preparedness/response/recovery for Category 1-3.
- Leadership/management team.
- Respect from various stakeholders across the town.
- Leadership.
- Personnel.
- Equipment.
- Great personal experience.
- Relationship with hospital.
- Location of fire departments appears very well placed throughout HHI.
- Building structures appear up to date and well equipped.
- Equipment appears well maintained.
- Response times appear very friendly.
- Professional demeanor.
- Quick response to alarm calls.
- Great Fire Marshal staff.
- CPR/AED program quick answers to questions and concerns.
- Station locations.





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- Today's equipment.
- Training.
- Knowledge.
- Always immediate when responding to calls.
- Located on the property.
- All fire fighters have been professional and courteous.
- Everyone is knowledgeable.
- Always very helpful.
- Relationship with the community.
- Community education.
- Quality medical care.
- Equipment.
- Professional staff.
- Great firefighters, never have heard of any issues from any one person. Great job.
- Great CPR and AED programs.
- Heart attack to hospital program.
- Community involvement.
- Hazardous waste roundup.
- Always willing to help.
- Very fast response times.
- They all seem very knowledgeable.
- Quick thinkers.
- All are generally in good shape (all that gear in the summer must be tough).
- Communication with businesses and industries.
- Open door policy for community visits/questions.
- Lifesaving classes for community members.
- Being current with equipment and training for fire department staff.
- Providing planning events with public input.





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## Other Thoughts and Comments

The community was asked to share any other comments they had about the department or its services. The following written comments were received:

### Other Community Comments about Fire Rescue (verbatim, in no particular order)

- I would have liked to have been presented information on – HHIFR expenses as a percentage of capital funding budget – staffing levels – response to incidents (fire, medical assists, vehicular accidents – distribution by month of response).
- Thank you for providing opportunity to provide feedback.
- Great leadership, great staff.
- Wish you had bigger chainsaws on board, would have been very useful. Even a winch would do.
- From my understanding – hurricane efforts were heroic and tireless.
- Kudos to HHI Fire Rescue for being accredited and always working on the continual improvement process.
- Kudos for getting the community involved in strategic planning and doing a SWOT.
- Is there a chaplaincy program?
- One of the most abundant natural resources on the island is the retired, professional, experienced residents. I would like to see a more active role in reaching out to these people who bring ideas, experience and valuable solutions to the problems of any department.
- To create a volunteer organization would bring a great asset to the island and our community.
- I have been fortunate enough not to have needed the services of the fire department, so all my assumptions are based on previous positive experiences. Making sure the fire department has an on-going presence is important.
- The prioritization matrix shows the possibility for the department to be spread too thin under the banner of “fire department” as such, the most basic needs to take precedence: put out fires, and rescue people. It would be important to learn how they manage, and how they are organized to handle all the multiple, competing priorities.
- The community at Ocean Walk is very concerned about the electrical not working in common areas. A fire could result.
- We must have fire department involved in code enforcement of violations of the NEC electric codes – walls are still up in Ocean Walk within units. These walls prevent vulnerable tenants from getting to electric panels. It is wrong.





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- Please help change old rules that endanger life of all who live here and visit as a guest at our beautiful beach. The intent of this building has been changed by 2009 housing crisis, where owners need to make money by changing the design intent of the mother-in-law spare bedroom, Help us!
- My experiences with the department have been nothing but positive. Department staff is well trained, and always professional.
- How do you get Windmill Harbor back in the Hilton Head loop?
- Was on the receiving end of a condo complex with fire alarm malfunction and had courteous, intelligent staff.
- Community events such as Hilton Head Plantation July 4<sup>th</sup> event would be an excellent opportunity to interact with the community's youth??
- Overall appears to be an excellent department.
- Used the services on one occasion. Very pleased with response times and quality of care. Crew was thorough and compassionate.
- I have nothing negative to say. HHI Fire Rescue are performing their duties well.
- We are blessed on HHI to have an outstanding fire/rescue department that is led by an excellent Chief Brad Tadlock. Great command staff that creates a positive image of the department. Leaders abound in the department. Too many to ever name.
- Extremely happy with the department, its leadership and the direction you are heading in.
- Emergency management team has done a great job responding to Hurricane Matthew and Tropical Storm Irma. Need to continue on improving best practices for the next event.
- Glad to live in a community that is serviced by this fire/EMS department.
- Department appears very professional and very responsive tom the needs of the community.
- What technologies are being updated search cameras, temperature devices, robotics.
- My overall experience with station one has been outstanding. The ladies and gentlemen are professional to our staff whenever there a call for service. Owners have mentioned on several occasions about how fast the response time is.
- Leadership involved in community – very open to feedback /improvement.
- Very helpful during hurricanes. The fact that we can call them, and they will come chainsaw a tree is very helpful.
- Overall great organization keep up the great work!





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## Appendix 2

Supporting Services of Fire Rescue		
Department of Health and Environmental Control	South Carolina Criminal Justice Academy	Safety and Professional Development Division
International Academy of Emergency Dispatch	South Carolina Firefighters Association	South Carolina International Code Council
Town Council	Town Management	State Fire Marshal
SCDOT	Vendors	National Fire Academy
Federal Agencies	Civic Groups	Red Cross
CPSE	Coast Guard	Logistics
Beaufort County EM	Fleet Maintenance	Human Resources
Public Works	Finance	School District
OSHA	NFPA	Information Technology
Hospital	Shore Beach Services	Mutual Aid
Airport Fire Department	EMS Trauma Bureau	South Carolina DMV
Hilton Head Firefighters Association	Department of Natural Resources	National Emergency Number Association
Faith Based Organizations	Palmetto Electric	Propane Companies
State Forestry	Volunteers in Medicine	Civic Organizations
Local Marinas	Plantation Security Groups	APCO
Law Enforcement	Neighborhood Associations	State Fire Academy



Department Stakeholders Work Session







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## Appendix 3

### Strengths

It is important for any organization to identify its strengths to ensure that it can provide the services requested by the community, and that strengths are consistent with the issues facing the organization. Often, identification of organizational strengths leads to the channeling of efforts toward primary community needs that match those strengths. Programs that do not match organizational strengths, or the primary function of the organization, should be seriously reviewed to evaluate the rate of return on staff time and allocated funds.

Through a consensus process, the department stakeholders identified the department's strengths as follows:

Strengths of Fire Rescue	
Culture of caring	Quality of equipment
Good people – well trained, adaptable, tolerant, professional, motivated	Good career destination – benefits – upward promotions, training, opportunities
Top-notch facilities/stations	We have our own E911 with increased training
Plans, protocols, policies, procedures, standards	Receptive to change
Innovative approach to operations	Opportunity to specialize
Fleet maintenance responsive to problems	Internal IT, support services
Internal emergency management	Training center
Special operations (USAR/HazMat)	Coverage company
Bureau of Fire Prevention	Progressive except when we're not
Internal maintenance of SCBA, PPE, etc.	Types of equipment (TIC, air monitoring)
Funds – grant writing – capital and operational	Developing culture of physical fitness/wellness
Safety culture	Standardization
Quality of personnel	GIS and CAD Mobile
Cardiac Care Program	Response model – EMD, flexibility
Community outreach programs	Internal instructors
National presence (NFPA committees)	Strong town support
Committed to our constant improvement strategy	Diverse capabilities
Personnel internal support structure	Informative and supportive HR department
1% Fund	Special events and community involvement
Child seat technicians / program	Emergency operations center capabilities
HHFA – Benevolent Fund	Response times
Family atmosphere (for us)	Stakeholder participation (committees)
Accomplish what we do with what we have, i.e. staffing	Reserve apparatus





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Weaknesses

For any organization to either begin or to continue to move progressively forward, it must not only be able to identify its strengths, but also those areas where it functions poorly or not at all. These areas of needed enhancements are not the same as threats to be identified later in this document, but rather those day-to-day issues and concerns that may slow or inhibit progress. The following items were identified by the department stakeholders as weaknesses:

Weaknesses of Fire Rescue	
Communications – public uninformed of our services, within our organization	Current experience level – amount of new employees
Staffing – off season vs. in season (call volume)	Apparatus – aging fleet
Technology issues – interface/aging systems/CAD EPCR	Inadequate space and leased facility (EOC and dispatch center)
Patient care treatment barrier between initial paramedic school and medical control	Training – consistency, fire vs. medical, quality vs. quantity, practical vs. simulation
Employee participation – overtime, off duty, public education, committees	Staffing model – same as 20 years ago, fleet maintenance
Personal agendas	Inability to search guiding documents
Selective enforcement of policies	Operational variance
Following up, closing gaps, bringing issues to closure in general	Inconsistent training progression based on philosophy
Insufficient knowledge of fire protection systems	Lack of department specific Facebook, Twitter, etc.
Lack of instructor training (fire and EMS)	Trying to do too many things at once
Lack of computer training	Lack of succession planning (or at least inadequate)
Volatile funding	Overall fitness of Fire Rescue personnel
Onboarding of new personnel	Emergency management staffing
Number of paramedics	Ability to do more with less
Lack of beach access	Too much change at once
Water response capabilities	Resources – personnel spread too thin
Line between mandatory and optional classes	Employee retention – pay
Lack of trust on multiple levels (partially due to history) – rank, administration vs. line vs. dispatch	







# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Opportunities

The opportunities for an organization depend on the identification of strengths and weaknesses and how they can be enhanced. The focus of opportunities is not solely on existing service, but on expanding and developing new possibilities both inside and beyond the traditional service area. The department stakeholders identified the following potential opportunities:

Opportunities for Fire Rescue	
Improve relationships/educate assisted living	Community paramedicine
Greater interagency cooperation i.e., BCSO, Shore Beach, airport	Maximize public/private entities (grants), NFA training, or further opportunities
Training with high school athletic trainers	Relationships with outside organizations (fire, EMS)
Maximize public education outreach by passing out material at community events	Communication - media/diversified/educate - old, young, middle age, retirement communities, nursing homes, staff, aides, etc.
Pulse Point	
Smart 911	Health data exchange
Fire station open houses – explain staffing, response, station life, fire vs. EMS	Demonstrations – fire/EMS/drills – for the community/people
Connect community resources with desired public safety programs	Education for security on fire vs. EMS vs. service calls
	Grant research
More community outreach	Supportive community and town council
Recognize regional training and purchasing opportunities	Partnering with outside organizations for affordable workforce housing
News media fire academy	Foreign language training
Improvement in patient in custody protocol	Improve communications – public education and information – (general operations information, improved medical and fire outcomes with public education, community outreach for hiring - “high schools”
Take advantage of community expertise with volunteer program	



Department Stakeholders Work Session





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Threats

By recognizing possible threats, an organization can reduce the potential for loss. Fundamental to the success of any strategic plan is the understanding that threats are not completely and/or directly controlled by the organization. Some of the current and potential threats identified by the department stakeholders were as follows:

Potential Threats to Fire Rescue	
Budget – other organizations competing for town dollars	Keeping fleet, PPE, TIC, SCBA, and technology up-to-date due to cost
Loss of support from town government	Political agendas
Natural disasters	Hospital diversion / lack of capacity for MCI
Third-party capabilities	Public perception
Fuel/maintenance/etc. costs	Traffic
Physical harm from citizens, structures, etc.	Qualified applicants
Bluffton development	County communications (radio, telephone)
Illness (pandemics)	Increased call volume
Cost of living/housing	Large-event terrorism/active shooter
Cancer	Emergency drug shortage
Loss of accreditation or ISO rating	Cyber-attack or ransom
Aging infrastructure/buildings increased hazards	Loss of Hilton Head hospital
Island access	Continued loss of experienced personnel
Inconsistent public expectations	Possible loss of pension system or increasing pension costs
Loss of off-island evacuation point	Lack of consistency between town building codes and BFP
That we live on an island (bridge failure) – 63% live off of the island	Budget – Funding for Programs
	Loss of Fire Rescue infrastructure
Personal agendas	Litigation
Lack of crisis communication plan/strategy	Era of accountable care and pay for performance
Continuity between town IT and Fire Rescue IT	Hilton Head Hospital does not have a helipad





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Appendix 4

Critical and Service Gap Issues Identified by Department Stakeholders	
Group 1	Group 2
<b>Staffing Challenges</b> <ul style="list-style-type: none"> <li>○ Increasing call volume</li> <li>○ Competitive pay</li> <li>○ Administration and line</li> <li>○ Aging staff (Baby Boomers)</li> <li>○ Retirement community</li> <li>○ Increased workload</li> <li>○ Transfer of liability</li> <li>○ Recruitment challenges</li> <li>○ Funding</li> </ul>	<b>Staffing</b> <ul style="list-style-type: none"> <li>○ Increased call volume</li> <li>○ Increased workload</li> <li>○ Response model</li> <li>○ Burnout</li> <li>○ Overtime</li> <li>○ Training</li> <li>○ Increasing and changing aspects involving the line more (Emergency Management)</li> </ul>
<b>Training – EMS/Fire</b> <ul style="list-style-type: none"> <li>○ Lack of diversified EMS training</li> <li>○ Competing demands on time</li> <li>○ Train the trainer</li> <li>○ Onboarding personnel</li> <li>○ High risk vs. low risk training</li> <li>○ Quality vs. quantity</li> <li>○ Focus on goals and objectives</li> <li>○ Culture</li> </ul>	<b>Training</b> <ul style="list-style-type: none"> <li>○ Inconsistent</li> <li>○ Quality vs. quantity – fire/EMS, practical/simulation</li> <li>○ Staffing restrictions</li> <li>○ Time constraints</li> <li>○ Funding</li> <li>○ IT delivery method</li> <li>○ Governing and guiding agencies</li> <li>○ Some training is outdated and redundant</li> <li>○ Training center limitations/facilities</li> <li>○ Scheduling classes</li> <li>○ Fire calendar availability</li> <li>○ Driver/operator training availability</li> </ul>
<b>Community Outreach</b> <ul style="list-style-type: none"> <li>○ Language barrier</li> <li>○ Lack of resources</li> <li>○ Social media/News media</li> <li>○ Target programs (nursing homes, schools)</li> <li>○ Volunteer program</li> <li>○ Churches/gated communities</li> <li>○ Festivals</li> <li>○ Civic groups</li> </ul>	<b>Community Involvement</b> <ul style="list-style-type: none"> <li>○ Lack of public information</li> <li>○ Do not effectively use current means to relay information – public/private partnerships</li> <li>○ Need for more interaction with the community</li> <li>○ Lack of internal willingness to volunteer</li> <li>○ External communication</li> </ul>
<b>Response Times</b> <ul style="list-style-type: none"> <li>○ C2E</li> <li>○ CAD</li> <li>○ Staffing</li> <li>○ Station reliability (jump truck)</li> <li>○ Training</li> <li>○ Code 1 vs. Code 3</li> <li>○ Notifications</li> <li>○ Station turnout time/tracking</li> </ul>	<b>Response Time</b> <ul style="list-style-type: none"> <li>○ Turnout time</li> <li>○ Operational variance</li> <li>○ Staffing</li> <li>○ Lack of district familiarization</li> <li>○ Traffic</li> <li>○ Procedures/technology</li> <li>○ Radio traffic</li> </ul>





# HILTON HEAD ISLAND 2018-2023 FIRE RESCUE STRATEGIC PLAN

## Critical and Service Gap Issues Identified by Department Stakeholders (continued)

Group 1	Group 2
<b>Technology</b> <ul style="list-style-type: none"> <li>○ IT challenges</li> <li>○ Storm evacuation</li> <li>○ Security vs. access</li> <li>○ User experience</li> <li>○ Data and data exchange</li> <li>○ Training</li> <li>○ Inefficient process</li> <li>○ Cost</li> </ul>	<b>Communications (internal)</b> <ul style="list-style-type: none"> <li>○ Forms of communication – email, Telestaff, policies</li> <li>○ Are the current forms of communication being used effectively and up-to-date?</li> <li>○ Are policies interpreted correctly?</li> <li>○ Information overload – too many emails</li> <li>○ Scheduling – committees, classes</li> <li>○ Lack of Polycom usage</li> <li>○ Clear communications channels</li> </ul>
<b>Capital Assets</b> <ul style="list-style-type: none"> <li>○ Facilities</li> <li>○ Fleet</li> <li>○ Equipment</li> <li>○ Maintenance</li> </ul>	<b>Emergency Communications</b> <ul style="list-style-type: none"> <li>○ Radio courtesy</li> <li>○ Proper communication</li> <li>○ Clear and concise</li> <li>○ Equipment</li> <li>○ Dead zones</li> <li>○ Control over programming channels, etc.</li> <li>○ Staffing</li> <li>○ Dispatch phones (control)</li> <li>○ Procedures</li> <li>○ Redundancy</li> <li>○ Emergency center reliant on Beaufort County</li> </ul>
<b>Culture</b> <ul style="list-style-type: none"> <li>○ Blame culture vs. just culture</li> <li>○ Generational gap</li> <li>○ Change in values</li> <li>○ Social/cultural diversity</li> <li>○ Socio-economic gap</li> <li>○ “I’m too busy”</li> <li>○ “Not my job”</li> <li>○ Continuous quality improvement</li> </ul>	
<b>Funding</b> <ul style="list-style-type: none"> <li>○ Equipment</li> <li>○ Training</li> <li>○ Grants</li> <li>○ Employee retention</li> <li>○ Shortages</li> <li>○ Cost increases</li> <li>○ Billing</li> <li>○ Council agenda</li> </ul>	<b>EMS Program</b> <ul style="list-style-type: none"> <li>○ Staffing, lack of medics</li> <li>○ Training, precepting (EMTs and medics), hands-on training</li> <li>○ Outside agency coordination – medical control, hospitals, security, BCSO</li> <li>○ Technology</li> <li>○ Community paramedicine</li> <li>○ EMS funding</li> <li>○ Diversion – interfacility transport</li> </ul>
	<b>Hurricane Preparedness</b> <ul style="list-style-type: none"> <li>○ Staffing</li> <li>○ EOC location</li> <li>○ Evacuation location</li> <li>○ Information flow</li> <li>○ Equipment and resources</li> <li>○ Outside agency coordination</li> <li>○ Interagency cooperation at the EOC</li> <li>○ Continuity of operations</li> <li>○ Pre/post hurricane operations</li> <li>○ Information on timing of processes</li> <li>○ Staffing/planning</li> <li>○ Communication</li> </ul>
	<b>Succession Plan</b> <ul style="list-style-type: none"> <li>○ Staffing</li> <li>○ Interest</li> <li>○ Training</li> <li>○ Time</li> <li>○ Lack of a formal plan</li> </ul>





# TOWN OF HILTON HEAD ISLAND

## *Community Development Department*

**TO:** Stephen G. Riley, ICMA-CM, *Town Manager*  
**VIA:** Shawn Colin, *Director of Community Development*  
**VIA:** Jennifer Ray, *Deputy Director of Community Development*  
**FROM:** Marcy Benson, *Senior Grants Administrator*  
**DATE:** March 7, 2019  
**SUBJECT:** HUD/CDBG Entitlement Program 2017 Annual Action Plan Amendment

---

### **Recommendation:**

Staff requests approval by resolution of the attached program year 2017 Annual Action Plan substantial amendment as required by the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant (CDBG) Entitlement Program.

### **Summary:**

Town staff recommends replacing the Cobia Court dirt road paving project listed in the 2017 Annual Action Plan with a playground replacement project at the Island Recreation Center located at 20 Wilborn Road. This action is needed to meet the HUD requirement for timeliness expenditure of CDBG funds and not jeopardize future CDBG funding. This change also supports the goal of the Five Year Consolidated Plan to use CDBG funds for public facilities improvements in low-and-moderate income areas within the Town's jurisdiction. This action is considered a substantial amendment to the 2017 Annual Action Plan.

### **Background:**

In February 2019 HUD accepted the Town's amended Five Year Consolidated Plan. The amended Five Year Consolidated Plan lists broad project activity categories encompassing projects that could include public facilities & improvements, housing activities and other real property improvements for the remaining years of the plan. Due to the HUD requirement for timeliness expenditure of CDBG funds and difficulty acquiring right-of-way for the Cobia Court dirt road paving project, Town staff is recommending a substantial amendment of the 2017 Annual Action Plan. This amendment will replace the Cobia Court project with a playground replacement project at the Island Recreation Center. This replacement project will be ready to begin within the timeframe needed to meet the HUD timeliness requirement and not preclude additional projects within the approved Census tracts in the near future with remaining and future CDBG funds.

The Town's Citizen Participation Plan, which guides the development of or changes to the Consolidated Plan and Annual Action Plans, defines a substantial amendment as when activities are to be added, deleted, or substantially changed in terms of purpose, scope, location or beneficiaries.

The draft Fiscal Year 2017 Annual Action Plan substantial amendment was released to the public on February 15, 2019 for a 30 day public comment period. A public meeting to solicit input on the

substantial amendment was held on February 27, 2019. Comments were received during the public meeting related to the types of projects or programs eligible for CDBG funding, reasons why the playground project was selected and timeliness compliance with HUD requirements. The public comment period ends March 17, 2019. Any comments received between the March 7, 2019 Town Council agenda item deadline and close of the public comment period will be brought forth at the March 19, 2019 Town Council meeting and included in the final submittal document to HUD.

Upon submission of the Fiscal Year 2017 Annual Action Plan substantial amendment HUD will review the plan and if satisfactory an acceptance notice will be issued.

**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 2017-2018 (PROGRAM YEAR 2017) ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT**

**WHEREAS**, in February, 2019 the amended Town of Hilton Head Island CDBG Five Year Consolidated Plan for program years 2015-2019 detailing goals and objectives to be implemented to address community needs in low-and-moderate income areas within the Town's jurisdiction was accepted by the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, as an entitlement community, the Town must prepare and submit an Annual Action Plan detailing activities to be undertaken during the fiscal year 2017 – 2018 (program year 2017) to address goals and objectives outlined in the Five Year Consolidated Plan; and

**WHEREAS**, for fiscal year 2017 – 2018 (program year 2017) the Town was allocated a CDBG award of \$200,781 to carry out activities that meet one of three National Objectives, as described by HUD; and

**WHEREAS**, in order to meet HUD required timeliness expenditures for Fiscal Year 2017 – 2018 CDBG funds; and

**WHEREAS**, the Town's Citizen Participation Plan defines a substantial amendment to an Annual Action Plan as when activities are to be added, deleted, or substantially changed in terms of purpose, scope, location or beneficiaries; and

**WHEREAS**, the Fiscal Year 2017 – 2018 (program year 2017) Annual Action Plan substantial amendment is compatible with the HUD approved Five Year Consolidated Plan for program years 2015 - 2019; and

**WHEREAS**, the Town has adhered to the public participation requirements set forth in the Citizen Participation Plan in the development of the substantial amendment to the Fiscal Year 2017-2018 (program year 2017) Annual Action Plan; and

**WHEREAS**, a public meeting and 30 day public comment period for the Fiscal Year 2017 – 2018 (program year 2017) Annual Action Plan substantial amendment were conducted for citizen input and review; and

**WHEREAS**, the Town Manager is authorized to submit the Fiscal Year 2017 – 2018 (Program Year 2017) Annual Action Plan substantial amendment to the United States Department of Housing and Urban Development for their review and acceptance;

**NOW, THEREFORE BE IT, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT** The Community Development Block Grant Entitlement Program Fiscal Year 2017 – 2018 (Program Year 2017) Annual Action Plan substantial amendment as submitted in the attachment

to this resolution be approved and submitted to the United States Department of Housing and Urban Development.

**MOVED, APPROVED, AND ADOPTED ON THIS 19<sup>th</sup> DAY OF MARCH 2019.**

\_\_\_\_\_  
John J. McCann, Mayor

ATTEST:

\_\_\_\_\_  
Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory M. Alford, Town Attorney

Introduced by Council Member: \_\_\_\_\_



# Town of Hilton Head Island

**Fiscal Year 2017 – 2018  
(Program Year 2017)**

## **Annual Action Plan (Substantial Amendment)**

For the  
U.S. Department of Housing and Urban Development  
Community Development Block Grant Program



~AMENDED DRAFT~

Annual Action Plan ~AMENDED DRAFT~

1

Amended Sections of  
2017 Annual Action Plan

The following sections of the 2017 Annual Action Plan have been revised to reflect the proposed amendment.

- AP-05 Executive Summary (Pages 3 – 5)
- PR-05 Lead & Responsible Agencies (Page 6)
- AP-12 Participation (Pages 12 and 17)
- AP-15 Expected Resources (Pages 18-19)
- AP-20 Annual Goals & Objectives (Page 20)
- AP-35 Projects (Page 21)
- AP-38 Projects Summary (Page 22)

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The Town of Hilton Head Island Fiscal Year 2017 - 2018 Annual Action Plan is being revised. The location specific Cobia Court paving project is being replaced with a playground upgrade project at the Island Recreation Center located at 20 Wilborn Road. This location is within the low and moderate income Census Tract 105.

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The Fiscal Year 2017 – 2018 (Program Year 2017) Annual Action Plan represents the third year of the Town of Hilton Head Island’s Consolidated Plan for the Fiscal Years 2015- 2019 (Con Plan) as approved by Town Council and accepted by the U.S. Department of Housing and Urban Development (HUD). The Action Plan is the Town of Hilton Head Island’s application for the HUD Community Development Block Grant (CDBG) entitlement program and identifies the proposed project to be funded during the Town’s 2017 – 2018 fiscal year. Due to circumstances preventing timely completion of the Cobia Court paving project originally submitted with this Annual Action Plan a substantial amendment is necessary. This amendment proposes to replace the Cobia Court paving project with a playground upgrade project at the Island Recreation Center. The location of the Island Recreation Center is within the low and moderate income Census Tract 105. This Census tract meets the 50% or higher low and moderate beneficiary requirement stipulated in CDBG regulations.

The purpose of the Town of Hilton Head Island Action Plan is to preserve and revitalize primarily low and moderate income neighborhoods to enhance the quality of life for Hilton Head Island residents and address priority community public services, community development, economic development, and redevelopment needs within applicable local, state, and federal statutes and regulations. The Action Plan outlines the priorities by which the Town of Hilton Head Island’s CDBG program funds will be invested over fiscal year 2017 – 2018 (program year 2017) to achieve specific HUD objectives.

It is important to note the Consolidated Plan listed the highest priority need as public facilities and improvements and consequently goals and strategies to be achieved over the 2015 – 2019 period were identified in low and moderate income neighborhoods.

#### **2. Summarize the objectives and outcomes identified in the Plan**

The Town’s goals for the fiscal year 2017-2018 (program year 2017) period focus on neighborhood revitalization efforts by providing a playground upgrade at the existing Island Recreation Center. The plan provides a guide for the Town of Hilton Head Island’s allocation of CDBG Program funding for the program year 2017 planning period. The goals focus on priority needs and targets available resources designed to meet those needs. The needs include public improvements and facilities for low and moderate-income persons. The primary emphasis of

the goals is the continuance of maintaining and improving the quality of life of low and moderate-income residents. The project selected for CDBG funding in this Action Plan will be managed efficiently and in compliance with program requirements.

### **3. Evaluation of past performance**

Fiscal year 2016-2017 was the second year the Town of Hilton Head Island participated in the CDBG Entitlement Program and the Town continues to monitor and evaluate the performance of the program while ensuring regulatory compliance. The Town of Hilton Head Island recognizes the evaluation of past performance is critical to ensuring CDBG funded activities are implemented in an effective manner and align with established strategies and goals.

In the First Consolidated End-of-Year Review HUD's annual assessment determined during the 2015 program year the Town of Hilton Head Island achieved an acceptable level of accomplishment to demonstrate it had administered its CDBG program in accordance with Title I of the Housing and Community Development Act of 1974, as amended; and the National Affordable Housing Act of 1990, as amended; and applicable laws and implementing regulations.

### **4. Summary of Citizen Participation Process and consultation process**

The Town of Hilton Head Island conducted a public meeting on November 29, 2016 to solicit input from citizens on community development needs. A public meeting notice was published in the local newspaper, The Island Packet, seven days preceding the public meeting in addition to being posted on the Town of Hilton Head Island website. A presentation including an overview of the CDBG Entitlement Program, purpose of the Action Plan, estimated funding amount and discussion of community needs, was provided.

A draft Action Plan was released to the public on January 16, 2017 for a 30 day public comment period. There were no public comments received during the 30 day comment period. Following this public comment period the draft Action Plan was presented at the Town of Hilton Head Island Town Council meeting on July 18, 2017 for review and comment. Public comments were solicited during this meeting and none were received. After hearing no comments Town Council unanimously approved a resolution to authorize the Town manager to submit the Fiscal Year 2017-2018 (Program Year 2017) Annual Action Plan to HUD.

An amended draft of the Fiscal Year 2017-2018 Annual Action Plan was released to the public on February 11, 2019 for a 30 day public comment period. During this public comment period the Town of Hilton Head Island scheduled a public meeting on February 27, 2019 to accept public comments on the draft amended Fiscal Year 17-18 Annual Action Plan. All comments will be accepted for staff review and incorporated into the final plan submittal to HUD.

### **5. Summary of public comments**

During the November 29, 2016 public meeting to solicit input for the Fiscal Year 2017 – 2018 (Program Year 2017) Action Plan Town staff provided a presentation describing the Community

Development Block Grant Entitlement Program, the estimated amount of funding available for program year 2017 and the types of eligible projects. The purpose of the Annual Action Plan and the projects listed in the 2015 – 2019 Consolidated Plan were discussed.

Public comments were taken and the meeting attendee was asked to comment on community needs. The following needs were identified in the attendee's comments:

- \* Paving of local neighborhood dirt roads
- \* Drainage improvements after dirt road paving projects completed
- \* Public improvement category is best category for use of funds

Public comments were solicited during the 30 day public comment period from January 16, 2017 through February 15, 2017 and at the July 18, 2017 Town Council meeting. No comments were received during the 30 day public comment period or at the July 18, 2017 Town Council meeting.

A copy of the November 29, 2016 public meeting minutes and attendance sign-sheet and a summary of all public comments are attached to this Action Plan.

Public comments related to the amended Fiscal Year 2017 – 2018 Annual Action plan received during the February 11, 2019 through March 13, 2019 public comment period will be accepted for staff review and incorporated into the final plan submittal to HUD.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments were taken into consideration in preparing the Action Plan. The Town of Hilton Head Island reviewed all comments for common and recurring themes.

## **7. Summary**

The Town of Hilton Head Island Action Plan outlines priorities by which the Town of Hilton Head Island's CDBG program funds will be invested over fiscal year 2017-2018 (program year 2017) to achieve specific HUD objectives. The Town will use CDBG program funds to leverage other public investment to address the Town's priority need to provide public improvements for primarily low and moderate income neighborhoods.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Town of Hilton Head Island	Community Development Department

Table 1 – Responsible Agencies

### Narrative (optional)

The Town of Hilton Head Island incorporated as municipality in 1983 and has a Council – Manager form of government. The Town of Hilton Head Island is comprised of an administrative/legal division, administrative services, community development, executive, finance, fire & rescue, human resources, municipal court, and public projects & facilities departments.

The Town of Hilton Head Island Community Development Department will be the lead department for the administration of the CDBG program. Town staff has been an integral part of development of the Action Plan by assessing the CDBG program, reviewing materials, regulations, and documentation on the Action Plan process. The Town Manager, Town Director of Community Development, Town Director of Public Projects and Facilities, and Town Planning and Special Projects Manager will oversee the preparation and administration of the Action Plan.

### Consolidated Plan Public Contact Information

Town of Hilton Head Island Community Development Department  
Marcy Benson, Senior Grants Administrator  
1 Town Center Court  
Hilton Head Island, SC 29928  
Telephone: (843)341-4689  
FAX: (843) 842-8908  
Email: marcyb@hiltonheadislandsc.gov

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

**Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The Beaufort Housing Authority services all of Beaufort County, South Carolina, including the Town of Hilton Head Island. Within the jurisdiction of the Town of Hilton Head Island the Beaufort Housing Authority operates one (1) public housing facility containing 80 units which provide housing to 190 family members.

The Town of Hilton Head Island participates in the Lowcountry Affordable Housing Coalition, which is under the auspices of Together for Beaufort County and the Beaufort County Human Services Alliance. This coalition consists of governmental entities, non-profit and private organizations striving to make housing more affordable in the Beaufort County area. The coalition has a focus on assisting residents of Beaufort County and serves as a forum for member organizations to share ideas, coordinate projects and foster interagency cooperation. With support from the Beaufort County Human Services Alliance resources are pooled and community needs are addressed in the areas of economy, education, poverty, and health/environmental issues.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Lowcountry Homeless Coalition, based in Charleston, South Carolina is the Continuum of Care working to address the needs of the homeless in a seven county region of the South Carolina lowcountry. Annual point-in-time counts are conducted in the area; however, due to no homeless shelters operating in the Town of Hilton Head Island, there is no homeless data for the Town.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The Town of Hilton Head Island Fiscal Year 2017-2018 Action Plan intends to use U.S. Department of Housing and Urban Development (HUD) resources to fund only Community Development Block Grant (CDBG) program projects and will not fund Emergency Solutions Grants (ESG) program projects; therefore no consultation related to the allocation of ESG funds was conducted.



**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Beaufort Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Beaufort Housing Authority was consulted on housing needs via email and telephone correspondence.
2	<b>Agency/Group/Organization</b>	Lowcountry Homeless Coalition
	<b>Agency/Group/Organization Type</b>	Services-homeless Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Lowcountry Homeless Coalition was consulted on homeless needs via email and telephone correspondence.

3	<b>Agency/Group/Organization</b>	Beaufort County Human Services Alliance
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Other government - County Business and Civic Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Beaufort County Human Services Alliance was consulted on homeless needs during Lowcountry Affordable Housing Coalition meetings.
4	<b>Agency/Group/Organization</b>	Lowcountry Council of Governments
	<b>Agency/Group/Organization Type</b>	Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Economic Development Non-housing Community Development Needs

<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>The Lowcountry Council of Governments was consulted on housing, homeless and non-housing community development needs via email and telephone correspondence.</p>
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**Identify any Agency Types not consulted and provide rationale for not consulting**

Efforts were made to consult as broadly as possible with community stakeholders. No particular agency types were excluded from participation. Those that did not participate did so of their own volition.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Lowcountry Homeless Coalition	The Lowcountry Homeless Coalition, based in Charleston, South Carolina, is the Continuum of Care working to address the needs of the homeless in a seven county region of the South Carolina lowcountry. Annual point-in-time counts are conducted in the area; however, due to no homeless shelters operating in the Town of Hilton Head Island, there is no homeless data for the Town.
Town of Hilton Head Island Comprehensive Plan	Town of Hilton Head Island	Developed Action Plan in conjunction with elements of the Town of Hilton Head Island Comprehensive Plan.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

When necessary the Town of Hilton Head Island will establish collaborative efforts and partnerships with state and local government entities such as Beaufort County, the Lowcountry

Council of Governments and various State of South Carolina offices to ensure complete implementation of the Action Plan.

DRAFT

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The Town of Hilton Head Island conducted a public meeting on November 29, 2016 to solicit input from citizens on community development needs. A public meeting notice was published in the local newspaper, The Island Packet, seven days preceding the public meeting in addition to being posted on the Town of Hilton Head Island website. A presentation including an overview of the CDBG Entitlement Program, purpose of the Action Plan, estimated funding amount and discussion of community needs, was provided.

A draft Action Plan was released to the public on January 16, 2017 for a 30 day public comment period. There were no public comments received during the 30 day comment period. Following this public comment period the draft Action Plan was presented at the Town of Hilton Head Island Town Council meeting on July 18, 2017 for review and comment. Public comments were solicited during this meeting and none were received. After hearing no comments Town Council unanimously approved a resolution to authorize the Town manager to submit the Fiscal Year 2017-2018 (Program Year 2017) Annual Action Plan to HUD.

An amended draft of the Fiscal Year 2017-2018 Annual Action Plan was released to the public on February 11, 2019 for a 30 day public comment period. During this public comment period the Town of Hilton Head Island held a public meeting on February 27, 2019 to accept public comments on the draft amended Fiscal Year 17-18 Annual Action Plan. All comments will be accepted for staff review and incorporated into the final plan submittal to HUD.

**Citizen Participation Outreach**

DRAFT

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/ broad community	At the November 29, 2016 public meeting there was 1 attendee.	Community needs identified were: <ul style="list-style-type: none"> <li>* Paving of local neighborhood dirt roads</li> <li>* Drainage improvements after dirt road paving projects completed</li> <li>* Public improvement category is best category for use of funds</li> </ul>	All comments were accepted.	

DRAFT

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-targeted/ broad community	Draft Action Plan posted on Town of Hilton Head Island website from January 16, 2017 through February 15, 2017. A dedicated public comment link was posted on the front page of the Towns website where the public could directly submit comments. Notification of Action Plan 30 day public comment period was sent via email blast to all email addresses listed on the Towns general notification list.	No comments were received during the 30 day public comment period.	No comments were received during the 30 day public comment period.	



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Non-targeted/ broad community	Draft Action Plan and resolution to approve plan and authorize submittal to HUD appeared on the agenda of the regular Town of Hilton Head Island Town Council meeting on July 18, 2017.	Public comments were solicited during the July 18, 2017 Town Council meeting.	No comments were received at the July 18, 2017 Town of Hilton Head Island Town Council meeting.	

DRAFT

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/ broad community	Draft amended Action Plan posted on Town of Hilton Head Island website from February 11, 2019 through March 13, 2019. A dedicated public comment link was posted on the front page of the Towns website where the public could directly submit comments. Notification of Action Plan 30 day public comment period was sent via email blast to all email addresses listed on the Towns general notification list.	Pending close of 30 day public comment period.	All comments will be accepted.	
5	Public Meeting	Non-targeted/ broad community	Pending outcome of February 27, 2019 public meeting.	Pending outcome of public meeting and comment period.	All comments will be accepted.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c) (1, 2)

#### Introduction

The following table outlines the anticipated resources from the HUD Community Development Block Grant (CDBG) program the Town of Hilton Head Island anticipates having available during the 2017 – 2018 fiscal year (2017 program year) covered by this Action Plan. Distribution of allocated funds will be in the following two use categories: program administration will be allocated \$5,000 and public improvements will be allocated all remaining funds.

#### Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public – Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	200,781	0	0	200,781	401,562	The HUD/CDBG funding amount authorized in the 2016 program year was used to estimate the allocation amount for the remaining years 4-5 of the Con Plan.

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

It is anticipated the federal funding listed above will be received annually to support activities

outlined in the Action Plan and Consolidated Plan. While the Community Development Block Grant (CDBG) program does not require leveraging, other Town of Hilton Head Island resources will be used in combination with these funds to complete the project listed in this Action Plan.

Leveraging is a way to increase project efficiencies which often come with combining sources of funding. Funds may be considered leveraged if financial commitments to the cost of a project from a source other than Community Development Block Grant funds are documented. Town staff may identify and explore additional leveraging opportunities such as other federal, state, and local resources.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The Town of Hilton Head Island currently has a long-term lease agreement with the Beaufort County School District on the property where the Island Recreation Center is located and has a memorandum of agreement with the Island Recreation Association to operate the recreational facility. The center is located at 20 Wilborn Road which is within Town of Hilton Head Island Census tract 105. Census tract 105 meets the 50% or higher low and moderate beneficiary requirement stipulated in CDBG regulations.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Island Recreation Center Playground Upgrade	2017	2018	Non-Housing Community Development	Census Tract 105	Public Improvements	CDBG: \$200,781	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4,029 Persons Assisted

Table 6 – Goals Summary

#### Goal Descriptions

1	<b>Goal Name</b>	Island Recreation Center Playground Upgrade
	<b>Goal Description</b>	Provide funding for improvements to low and moderate-income neighborhoods.

Table 7 – Goal Descriptions

#### **Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

At this time the Town of Hilton Head Island does not have the capacity to provide affordable housing units, to extremely low income, low income and moderate income households. However, public improvements in census tracts with 51% or higher low to moderate income households may be accomplished with Community Development Block Grant (CDBG) funds.

## AP-35 Projects – 91.220(d)

### Introduction

The following table outlines the projects to be carried out by the Town of Hilton Head Island during the 2017 – 2018 fiscal year (program year 2017) covered by this Action Plan.

#	Project Name
1	Island Recreation Center Playground Upgrade
2	Program Administration

**Table 8 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The primary objective of Community Development Block Grant (CDBG) funds received by the Town of Hilton Head Island is to preserve and revitalize neighborhoods, enhance quality of life for residents and address priority community public services, community development, economic development, and redevelopment needs within applicable local, state, and federal statutes and regulations. For the 2017 – 2018 fiscal year (program year 2017), CDBG funds were allocated based on project readiness in census tracts with low and moderate income households comprising 51% or more of the population.

## Projects

### AP-38 Projects Summary

#### Project Summary Information

<b>1</b>	<b>Project Name</b>	Island Recreation Center Playground Upgrade
	<b>Target Area</b>	Census Tract 105
	<b>Goals Supported</b>	Island Recreation Center Playground Upgrade
	<b>Needs Addressed</b>	Public Improvements
	<b>Funding</b>	CDBG: \$195,781
	<b>Description</b>	Provide funding for improvements to low and moderate income neighborhoods.
	<b>Target Date</b>	04/30/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated 4,029 persons will benefit from the proposed activities.
	<b>Location Description</b>	20 Wilborn Road, Hilton Head Island, SC
	<b>Planned Activities</b>	Upgrade playground located at Island Recreation Center
<b>2</b>	<b>Project Name</b>	Program Administration
	<b>Target Area</b>	Town-Wide
	<b>Goals Supported</b>	Cobia Court Paving
	<b>Needs Addressed</b>	Administrative and Planning
	<b>Funding</b>	CDBG: \$5,000
	<b>Description</b>	Program Administration
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Drafting and submitting the Annual Action Plan, related reports and program administration.

**Table 9 – Project Summary**

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The geographic area within the Town of Hilton Head Island where assistance will be directed is Census Tract 105. Community development activities may include infrastructure improvements, new or improved public facilities, economic development or enhanced public services.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Census Tract 105	98
Census Tract 108	0
Town-Wide	2

**Table 10 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

Community Development Block Grant (CDBG) funds will be used to address the needs of low and moderate income areas. These areas are determined using Census Tracts which have a low and moderate income population of 51% or higher. CDBG funds will be designated for use on a project located in the low and moderate income Census Tract 105 within the boundaries of the Town of Hilton Head Island.



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The Housing Choice Voucher Program, commonly referred to as Section 8 Housing is subsidized by the Federal government and provides Federal assistance to families and individuals in the private rental market. The Beaufort Housing Authority program is tenant-based therefore eligible families receive assistance based on income for housing units meeting general program requirements. There are currently eight (8) units within the Town of Hilton Head Island participating in the voucher program which are scattered throughout the Town. Tenants identify and choose their own units and the landlord agrees to participate in the housing choice voucher program.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

**Table 11 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

**Table 12 - One Year Goals for Affordable Housing by Support Type**

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

#### **Actions planned during the next year to address the needs to public housing**

The Town of Hilton Head Island does not own or operate any public housing developments or units and there is no future plan to own or operate public housing units. The Beaufort Housing Authority is the agency providing public housing to approximately 719 residents in Beaufort County, South Carolina and there are 293 units of housing located throughout the county. In the Town of Hilton Head Island the Beaufort Housing Authority operates 80 public housing units at the Sandalwood Terrace Apartments.

#### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The Beaufort Housing Authority works with resident services at each of the public housing developments and through this collaboration promotes programs and activities for residents. Some of the programs offered include: the Family Self-Sufficiency Program which is a five year homeownership education program, Sandalwood Terrace Resident Council, free budgeting classes, community garden clubs, and guest speaker sessions on health, nutrition, community living and library use.

#### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not Applicable.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The Lowcountry Homeless Coalition, based in Charleston, South Carolina is the Continuum of Care working to address the needs of the homeless in a seven county region of the South Carolina lowcountry. Annual point-in-time counts are conducted in the area; however, due to no homeless shelters operating in the Town of Hilton Head Island, there is no homeless data for the Town.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The January 2016 point -in- time count results show there were 35 persons experiencing homelessness interviewed in Beaufort County; this was a decrease from 37 persons in the 2015 point-in-time count. Twenty-five of these persons were living unsheltered. Ten of these persons were living in shelters. It must be noted, these figures do not reflect any homeless specifically in the Town of Hilton Head Island; these figures are for Beaufort County as a whole. The 2017 point- in- time count was conducted January 25 through February 1, 2017. Results are being tabulated and are anticipated to be available in mid-to-late 2017.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Currently there are no emergency shelters and transitional housing shelters operating in the Town of Hilton Head Island. At this time there is no future plan to own or operate emergency shelters or transitional housing in the Town of Hilton Head Island.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

There are no homeless shelters located within the jurisdiction of the Town of Hilton Head Island and no homeless population count data available from the Lowcountry Homeless Coalition, the regional Continuum of Care servicing the Town. The non-profit organization, Family Promise of Beaufort County located in neighboring Bluffton, South Carolina, is a coalition of Beaufort County churches assisting homeless families through a 60 – 90 day program. The program provides evening accommodations for program participants at host churches and daytime

transportation to school for children and educational programs for parents.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The Town of Hilton Head Island anticipates continued participation in the Lowcountry Affordable Housing Coalition. This coalition consists of governmental entities, non-profit and private organizations striving to make housing more affordable in the Beaufort County area. The coalition has a focus of assisting residents of Beaufort County and serves as a forum for member organizations to share ideas, coordinate projects, and foster interagency cooperation. With support from the Beaufort County Human Services Alliance resources are pooled and community needs are addressed in the areas of economy, education, poverty, and health/environmental issues.

**Discussion**

<b>One year goals for the number of households to be provided housing through the use of HOPWA for:</b>	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	0
Tenant-based rental assistance	0
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated	0
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0
Total	0

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

A variety of barriers exist which make increasing affordable housing stock in the Town of Hilton Head Island difficult. The following list highlights some affordable housing issues, however, this list should not be considered exhaustive. Many other circumstances may occur which prevent the market from providing affordable housing.

- Land costs are a limiting factor in the construction of affordable housing units.
- Land supply is a finite resource as the Town approaches build-out.
- Construction costs which continue to increase are a factor in development of affordable housing.
- Much of the housing located in the Town of Hilton Head Island and land available for housing is subject to floodplain insurance requirements in addition to other insurance requirements, such as wind and hail.
- Marketability and potential profit is a factor for developers because of the challenges faced with construction in a coastal area.
- The “NIMBY” syndrome, “Not in My Backyard”, is a common sentiment toward affordable housing within the Town of Hilton Head Island.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The Town of Hilton Head Island anticipates continued participation in the Lowcountry Affordable Housing Coalition, which is under the auspices of Together for Beaufort County and the Beaufort County Human Services Alliance. This coalition consists of governmental entities, non-profit and private organizations striving to make housing more affordable in the Beaufort County area. The coalition has a focus on assisting residents of Beaufort County and serves as a forum for member organizations to share ideas, coordinate projects and foster interagency cooperation. With support from the Beaufort County Human Services Alliance resources are pooled and community needs are addressed in the areas of economy, education, poverty, and health/environmental issues.

In addition to participation in the Lowcountry Affordable Housing Coalition, monitoring relevant public policies for changes which may constitute barriers to affordable housing may be conducted.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

The Town of Hilton Head Island anticipates taking the following actions throughout the fiscal year 2017 – 2018 fiscal year (program year 2017) to address the challenges listed below.

### **Actions planned to address obstacles to meeting underserved needs**

As part of the 2017 – 2018 fiscal year (program year 2017), the Town of Hilton Head Island will determine where underserved populations are located through results from the Analysis of Impediments to Fair Housing Choice. To reduce the number of obstacles in meeting the needs of the underserved populations Town staff may assist with facilitating collaborations with area service organizations which spearhead community-wide solutions to local needs.

### **Actions planned to foster and maintain affordable housing**

The Town of Hilton Head Island will continue to participate in the Lowcountry Affordable Housing Coalition, which is under the auspices of Together for Beaufort County Human Services Alliance. This coalition consists of governmental entities, non-profit and private organizations striving to make housing more affordable in the Beaufort County area. The coalition has a focus on assisting residents of Beaufort County and serves as a forum for member organizations to share ideas, coordinate projects, and foster interagency cooperation. With support from the Beaufort County Human Services Alliance resources are pooled and community needs are addressed in the areas of economy, education, poverty, and health/environmental issues.

### **Actions planned to reduce lead-based paint hazards**

Data for lead-based paint hazards in the Town of Hilton Head Island is unavailable. The number of units built before 1980 may be used to represent a baseline for the number of units which may pose a lead-based paint threat. At this time actions to address lead-based paint hazards have not been identified.

### **Actions planned to reduce the number of poverty-level families**

The Beaufort Housing Authority operates a Family Self-Sufficiency Program which promotes independence for its residents. Participants in the program work toward setting and obtaining future life and career goals by accomplishing activities and objectives.

The Town of Hilton Head Island anticipates continued participation in the Lowcountry Affordable Housing Coalition. This coalition consists of governmental entities, non-profit and private organizations striving to make housing more affordable in the Beaufort County area. The coalition has a focus on assisting residents of Beaufort County and serves as a forum for member organizations to share ideas, coordinate projects, and foster interagency cooperation. With support from the Beaufort County Human Services Alliance resources are pooled and community needs addressed in the areas of economy, education, poverty, and

health/environmental issues.

### **Actions planned to develop institutional structure**

The 2017 – 2018 fiscal year (program year 2017) is the third year the Town of Hilton Head Island will participate in the HUD Community Development Block Grant (CDBG) Entitlement Program. The Town of Hilton Head Island will report the 2016 – 2017 fiscal year (program year 2016) progress in meeting annual goals in the Consolidated Annual Performance Evaluation Report (CAPER) due in September 2017. The CAPER will be submitted in compliance with program requirements.

Strategies for overcoming gaps in capacity issues in the service delivery system may require more findings or changes in public policy. The Town of Hilton Head Island will continue to coordinate efforts and partnerships with state and local government entities such as Beaufort County, the Lowcountry Council of Governments, and various State of South Carolina offices when necessary to carry out the priority needs listed in this Annual Action Plan.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The Town of Hilton Head Island anticipates continued participation in the Lowcountry Affordable Housing Coalition, which is under the auspices of Together for Beaufort and the Beaufort County Human Services Alliance. This coalition consists of governmental entities, non-profit and private organizations striving to make housing more affordable in the Beaufort County area. The coalition has a focus on assisting residents of Beaufort County and serves as a forum for member organizations to share ideas, coordinate projects, and foster interagency cooperation. With support from the Beaufort County Human Services Alliance resources are pooled and community needs area addressed in the areas of economy, education, poverty, and health/environmental issues.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG)

#### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
<b>Total Program Income</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	98%



**NOTICE OF PUBLIC MEETING  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FISCAL YEAR 2017-18 ANNUAL ACTION PLAN**

Notice is hereby given that on **Tuesday, November 29, 2016 at 6:00 p.m.**, at Town of Hilton Head Island Town Hall, Conference Room #3 located at 1 Town Center Court, the Town of Hilton Head Island will hold a public meeting to solicit input on needs and funding priorities related to the Community Development Block Grant (CDBG) program fiscal year 2017-2018 Annual Action Plan. As required by the U.S. Department of Housing and Urban Development (HUD), the Town of Hilton Head Island is developing its Annual Action Plan for the period of 2017-2018. The Annual Action Plan outlines community development needs and provides a one-year action plan for how the Town of Hilton Head Island intends to use its federal funds in order to address those needs.

The Town of Hilton Head Island does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Assistance will be provided to accommodate the special needs of disabled persons, and persons with limited English language proficiency. If auxiliary aids are required please make arrangements 72 hours prior to the meeting by contacting Marcy Benson, Senior Grants Administrator, 1 Town Center Court, Hilton Head Island, S.C. 29928 via e-mail at [marcyb@hiltonheadislandsc.gov](mailto:marcyb@hiltonheadislandsc.gov) or phone at (843) 341-4689.

**From:** [Phillips Rene](#)  
**To:** [Benson Marcy](#)  
**Subject:** FW: Courtesy Copy: Community Development Block Grant Program Public Meeting  
**Date:** Monday, November 14, 2016 8:03:46 AM

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FYI-

*René Phillips, CIW, Website Administrator*  
*Town of Hilton Head Island*  
*One Town Center Court*  
*Hilton Head Island, SC 29928*  
*843-341-4792*  
[www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)

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**From:** Town of Hilton Head Island [mailto:updates@secure.hiltonheadislandsc.gov]  
**Sent:** Monday, November 14, 2016 7:53 AM  
**To:** Phillips Rene <reneh@hiltonheadislandsc.gov>; Kronlein Kris <krisk@hiltonheadislandsc.gov>  
**Subject:** Courtesy Copy: Community Development Block Grant Program Public Meeting

**This is a courtesy copy of an email bulletin sent by Rene Phillips.**

**This bulletin was sent to the following groups of people:**

Subscribers of General Announcements or Legal Notices (3651 recipients)

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Town of Hilton Head Island



### **Notice of Public Meeting: Community Development Block Grant Program Fiscal Year 2017-18 Annual Action Plan**

Notice is hereby given that on **Tuesday, November 29, 2016 at 6:00 p.m.**, at Town of Hilton Head Island Town Hall, Conference Room #3 located at 1 Town Center Court, the Town of Hilton Head Island will hold a public meeting to solicit input on needs and funding priorities related to the Community Development Block Grant (CDBG) program fiscal year 2017-2018 Annual Action Plan. As required by the U.S. Department of Housing and Urban Development (HUD), the Town of Hilton Head Island is developing its Annual Action Plan for the period of 2017-2018. The Annual Action Plan outlines community development needs and provides a one-year action plan for how the Town of Hilton Head Island intends to use its federal funds in order to address those needs.

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will be provided to accommodate the special needs of disabled persons, and persons with limited English language proficiency. If auxiliary aids are required please make arrangements 72 hours prior to the meeting by contacting Marcy Benson, Senior Grants Administrator, 1 Town Center Court, Hilton Head Island, S.C. 29928 via e-mail at [marcyb@hiltonheadislandsc.gov](mailto:marcyb@hiltonheadislandsc.gov) or phone at 843- 341-4689.

View this meeting notice in its entirety at

<http://hiltonheadislandsc.gov/government/news/newsdetails.cfm?NewsID=324>

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Town of Hilton Head Island Website – Main Page  
 November 14, 2016  
 2017 – 2018 CDBG Annual Action Plan Public Meeting Notice

The screenshot shows the top portion of the website. At the top left is the logo for the Town of Hilton Head Island, Beaufort County, South Carolina. To the right are links for Employment Opportunities, Topic Index, and Contact Us. Below the logo is a navigation bar with links for Government, Online Services, Departments, Our Island, Public Safety, Publications, and Disaster Recovery. The main content area features a large banner for the Hurricane Matthew Disaster Recovery Portal, which includes a photo of a beach and text about the portal's purpose. To the left of the banner is a sidebar with a 'How Do I...' menu and 'Major Initiatives' list. To the right is another sidebar with social media icons and various service links like 'Emergency Permitting' and 'Beach Renourishment Updates'.

This screenshot shows the lower portion of the website. On the left is an 'E-Subscription Service' form with fields for 'Subscription Type' (set to Email) and 'Email Address', and a 'Submit' button. Below the form are logos for 'Bicycle Friendly Community' (Gold), 'Audubon International', and 'Tree City USA'. The main content area is titled 'News and Announcements' and lists several items: 'Re-opening of Selected Town Parks', 'CDBG Program Year 2015 Consolidated End-of-Year Review', 'Zika Virus Information', 'Notice of Public Meeting: Community Development Block Grant Program Fiscal Year 2017-18 Annual Action Plan - 11/14/2016', 'Lane Closures on US 270 for Hazardous Limb Operations - 11/11/2016', 'Additional Information Regarding Emergency Permits - 11/10/2016', '2016 Beach Nourishment Project - Progress Update - 11/10/2016', '2017-2018 Town of Hilton Head Island Resident Beach Pass Sales - 11/9/2016', 'Disaster Debris Operations - 11/4/2016', 'Permits Required for Tree Removal - 11/1/2016', 'What does my placard mean? - 11/1/2016', 'When am I allowed to remove my placard? - 11/1/2016', 'FEMA Approval of Private Property Debris Removal on Hilton Head Island - 10/26/2016', and 'Ready to Accept All Permits - 10/27/2016'. On the right side, there is a sidebar with 'Upcoming Meetings' and 'Seasonal Safety Tips'.



Town of Hilton Head Island Website  
November 14, 2016  
2017- 2018 CDBG Annual Action Plan Public Meeting Notice Page

The screenshot shows the website for the Town of Hilton Head Island. At the top, there is a navigation bar with links for "Employment Opportunities", "Topic Index", and "Contact Us". The town's logo is on the left, and an "E-Subscription Service" icon is on the right. A search bar is also present. Below the navigation bar is a menu with links: "Government", "Online Services", "Departments", "Our Island", "Public Safety", "Publications", and "Disaster Recovery". A prominent orange banner reads "Hurricane Matthew Disaster Recovery Portal". The main content area features a "Public Notice" section with a "Text Size: A A A" option. The notice title is "Notice of Public Meeting: Community Development Block Grant Program Fiscal Year 2017-18 Annual Action Plan". The release date is "November 14, 2016". Contact information for Marcy Benson, Senior Grants Administrator, is provided. The notice text states that a public meeting will be held on Tuesday, November 29, 2016, at 6:00 p.m. at the Town of Hilton Head Island Town Hall, Conference Room #3. The meeting is to discuss the 2017-2018 Annual Action Plan for the Community Development Block Grant (CDBG) program. A disclaimer follows, stating that the town does not discriminate on the basis of age, color, religion, sex, national origin, familial status, or disability. The footer contains a secondary navigation menu with links such as "Government", "Online Services", "Departments", "Our Island", "Public Safety", "Publications", "Contact Us", "Home", "Town of Hilton Head Island", "One Town Center Court, Hilton Head Island, South Carolina 29928", "(843) 341-4600", "Employee Portal", "Website Policies", "Social Media Public Use Policy", and "Contact Webmaster". The URL "http://www.hiltonheadislandsc.gov/online-services.cfm" is visible at the bottom left, and a "100%" zoom level is shown at the bottom right.

**NOTICE OF PUBLIC MEETING  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FISCAL YEAR 2017-18 ANNUAL ACTION PLAN**

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**TOWN OF HILTON HEAD ISLAND**

**ANNUAL ACTION PLAN FISCAL YEAR 2017-2018**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**ENTITLEMENT PROGRAM**

**November 29, 2016 6:00PM**

**AGENDA**

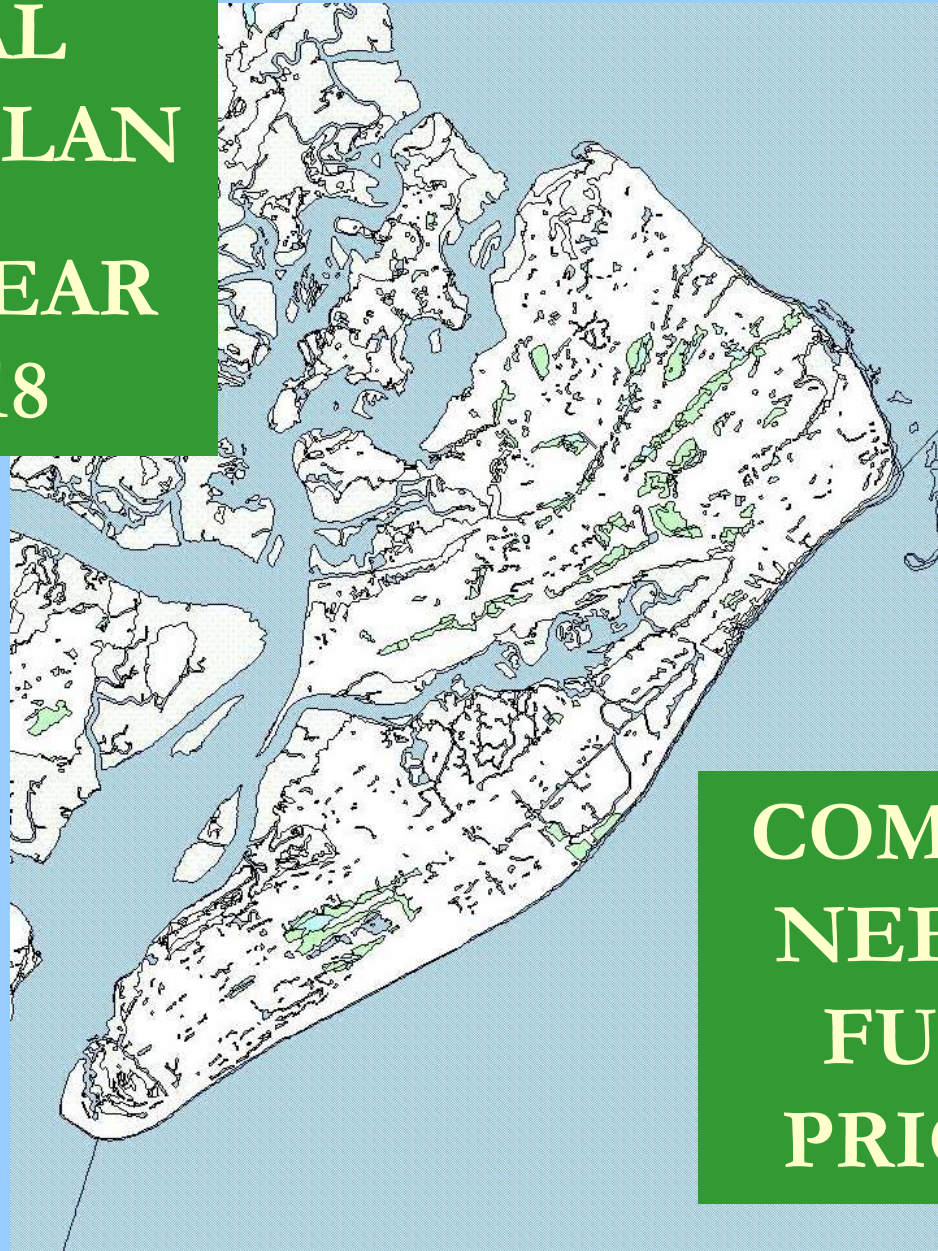
- Welcome and Sign-in
- CDBG Entitlement Program Overview/Estimated Funding Amount
- Purpose of Annual Action Plan
- Projects Listed in 2015-2019 Consolidated Plan
- Public Discussion of Community Needs
- Next Steps in Annual Action Plan Process



**ANNUAL  
ACTION PLAN  
FISCAL YEAR  
2017-2018**

**TOWN OF  
HILTON HEAD  
ISLAND, SC**

**November 29, 2016  
PUBLIC  
MEETING**



**COMMUNITY  
NEEDS AND  
FUNDING  
PRIORITIES**



# Community Development Block Grant Entitlement Program (CDBG)

- Federal grant program administered by the U.S Department of Housing & Urban Development (HUD).
- Provides annual grants on a formula basis to entitled cities and counties based on population data from the U.S. Census Bureau.
- In fiscal year 2017-18 the Town of Hilton Head Island *anticipates* the CDBG funding amount to be **\$196,123**.
- The annual amount of CDBG Entitlement funding fluctuates each year of program participation and the 2017-18 amount is projected based on the 2016-2017 funding amount.
- Funds are to be used to benefit low-and-moderate income persons, based on HUD guidelines and U.S. Census data.

# Low-and-Moderate Income (LMI)

- HUD defines low-and-moderate income households/families as earning annual income less than 80% of the area median income
- The number of people in the household/family is also considered in the calculation.
- Low-Income households/families earn equal to or less than 50% of the area median income.
- Moderate-Income households/families earn equal to or less than 80% of area median income.

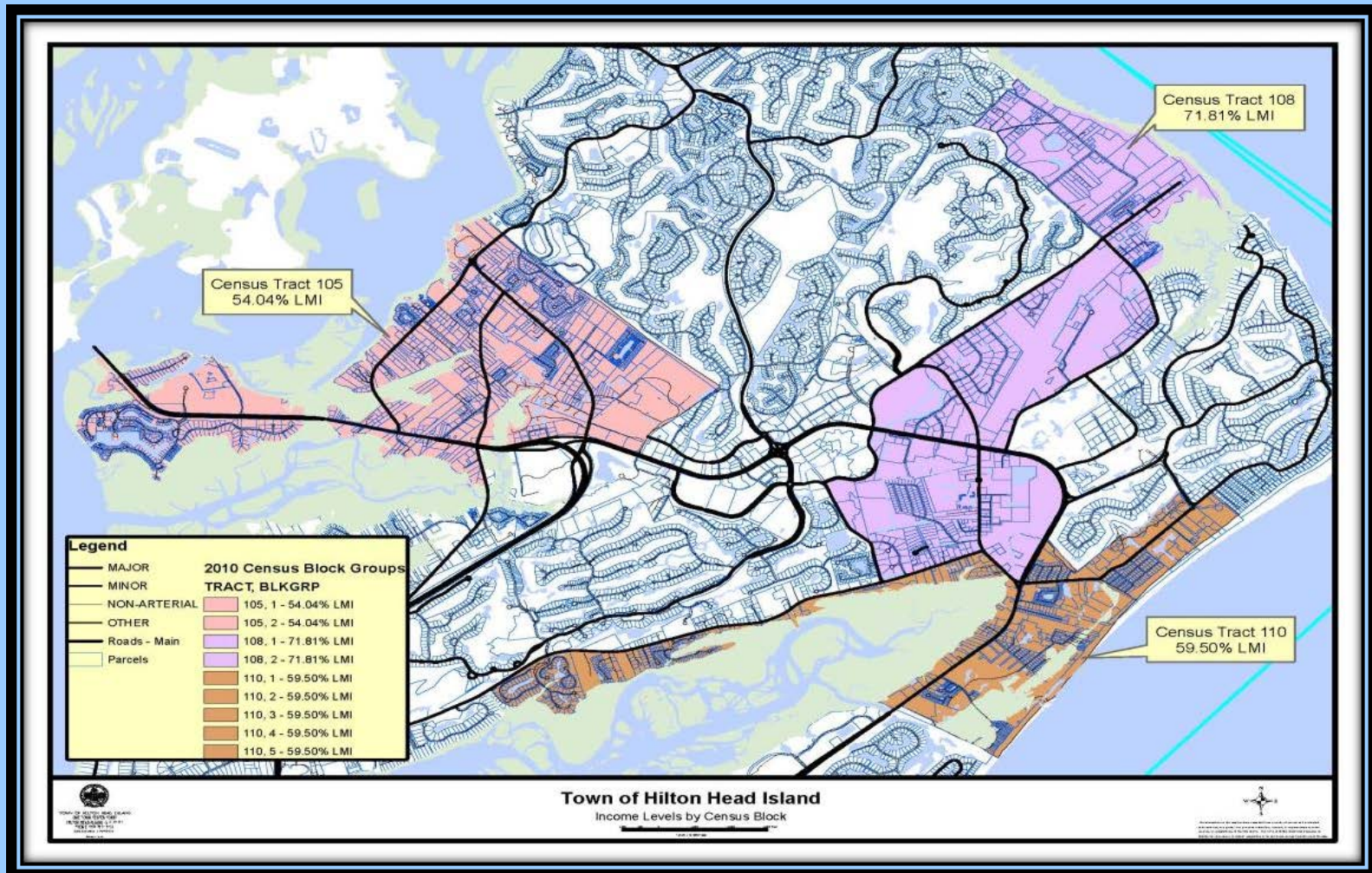
# LMI Example

- Beaufort County FY 2016 Median Income = \$67,100.
- A low-income family of 4 must have a combined annual income of \$33,550 or less.
- A moderate-income family of 4 must have a combined annual income of \$53,700 or less.
- If a household/family has fewer people the income limit is lower.
- If a household/family has more people the income limit is higher.

## Fiscal 2016 Year Income Limits Summary

FY 2016 Income Limit Area	Median Income	FY 2016 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Beaufort County	\$67,100	Low (50%) Income Limits	\$23,500	\$26,850	\$30,200	<b>\$33,550</b>	\$36,250	\$38,950	\$41,650	\$44,300
		Moderate (80%) Income Limits	\$37,600	\$43,000	\$48,350	<b>\$53,700</b>	\$58,000	\$62,300	\$66,600	\$70,900

# Census Tracts Meeting LMI Requirement



# Annual Action Plan

## Purpose

Provides a summary of actions, activities, and federal and non-federal resources to be used each year to address priority needs and specific goals identified in the 5 Year Consolidated Plan.

# Projects in 2015-2019 Consolidated Plan

<b>Program Year</b>	<b>Project Name</b>	<b>Project Description</b>	<b>Estimated Project Cost Amount</b>	<b>Target Area</b>
2015	Blazing Star Lane Paving	Paving Dirt Road	\$71,250	Census Tract 105
2016	Rhiner Drive Paving	Paving Dirt Road	\$94,406	Census Tract 105
2017	Wiley Road Paving	Paving Dirt Road	\$77,188	Census Tract 108
2018	Murray Avenue Paving	Paving Dirt Road	\$120,769	Census Tract 105
2019	Cobia Court Paving	Paving Dirt Road	\$120,769	Census Tract 105

# What is Your Opinion . . . ?

- What do you think is an important need in your community?
- How can the needs be addressed?



# Examples of Community Needs

- **Public Improvements**

Examples: streets, sidewalks, water & sewer infrastructure, parks, drainage improvements

- **Public Facilities**

Examples: neighborhood/community facilities, facilities for persons with special needs

- **Housing Rehabilitation of Owner-Occupied Homes**

Examples: energy improvements, water and sewer efficiency improvements, lead-based paint testing & abatement

- **Economic Development**

Examples: commercial rehabilitation

# What Will Be Done Next?

- Based on input received Town staff will draft the FY17-18 Annual Action Plan.
- 30-day public comment period when draft plan is complete announced via the Town website and in the Island Packet.
- Public comments reviewed & included in draft plan.
- Draft plan presented to Town Council.
- Final draft plan submitted to HUD in May, 2017.

~ Thank you for participating ~

**Public Meeting Minutes**  
**Public Meeting to Solicit Input and Discuss**  
**Community Development Block Grant (CDBG) Entitlement Program**  
**Annual Action Plan Fiscal Year 2017-2018 (Program Year 2017)**

**Tuesday, November 29, 2016 6:00pm**  
**Town of Hilton Head Island Town Hall Conference Room #3**  
**1 Town Center Court, Town of Hilton Head Island**

**Present: See attached sign-in sheet.**

Marcy Benson, Senior Town Grants Administrator began the public hearing at 6:00pm. A power point presentation was given describing the Community Development Block Grant Entitlement Program, the estimated amount of funding available for program year 2017 and types of eligible projects. The purpose of the Annual Action Plan and the projects listed in the 2015 – 2019 Consolidated Plan were discussed.

Public comments were taken and the meeting attendee was asked to comment on community needs. The following needs were identified:

- Paving of local neighborhood dirt roads
- Drainage improvements after dirt road paving projects completed
- Public improvement category is best category for use of funds

The meeting concluded with a description of the next steps in the Annual Action Plan process, and the attendee was thanked for participating and the public meeting adjourned at 6:30pm.

# PLEASE SIGN IN:

NAME	MAILING ADDRESS	EMAIL ADDRESS
HERBERT FORB	[Redacted]	[Redacted]

**NOTICE OF 30 DAY PUBLIC COMMENT PERIOD  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FISCAL YEAR 2017-18 ANNUAL ACTION PLAN**

Notice is hereby given that the Town of Hilton Head Island has prepared a draft of its fiscal year 2017 -2018 (program year 2017) Annual Action Plan required by the U.S. Department of Housing and Urban Development (HUD) to receive Community Development Block Grant Entitlement Program funding. The Plan will be available for review and comment for 30 days beginning Monday, January 16, 2017. Copies of the Plan will be available for review Monday – Friday 8:00am – 4:30pm at the Town of Hilton Head Island Town Hall, or may be accessed via the Town of Hilton Head Island website at: <http://www.hiltonheadislandsc.gov> beginning January 16, 2017. Written comments on the Plan are encouraged and may be submitted via the website link, or email to [marcyb@hiltonheadislandsc.gov](mailto:marcyb@hiltonheadislandsc.gov) or by mail to Marcy Benson, Senior Grants Administrator, Town of Hilton Head Island Community Development Department, 1 Town Center Court, Hilton Head Island, SC 29928. Comments will be accepted until February 15, 2017.

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# Town of Hilton Head Website – Main Page

January 9, 2017

## Annual Action Plan Notice

Town of *Hilton Head Island*  
Beaufort County, South Carolina

Employment Opportunities Topic Index Contact Us

E-Subscription Service

Search

Government Online Services Departments Our Island Public Safety Publications Disaster Recovery

**Hurricane Matthew Disaster Recovery Portal**

**How Do I...**

- Apply for...
- Contact...
- Find...
- Obtain...
- Pay...
- Participate...
- Register...
- Renew...
- Schedule...
- Subscribe to...
- Submit a...
- View...

**Major Initiatives**

- 2016 Beach Renourishment Project
- Coligny Redevelopment
- Powerline Burial Project
- USCB Hospitality Management Facility
- Venue Committee

**E-Subscription Service**

To sign up for alerts



**Coligny Beach Park Path**

**Hurricane Matthew Disaster Recovery Portal**

View all information, announcements and updates related to Hurricane Matthew disaster recovery through the Disaster Recovery Web Portal.

**Hot Topics**

- Hurricane Matthew - Week Eleven: December 23, 2016**  
Highlights from the Town of Hilton Head Island by Town Manager, Steve Riley. [Read More...](#)
- Grinding of the Greens - Christmas Tree Recycling**  
The Town of Hilton Head Island will be conducting a Grinding of the Greens program this holiday season with grinding service provided by Jones Brothers Tree Service. [Learn more...](#)

**Upcoming Meetings**

- Comprehensive Plan Committee  
1/9/2017 at 3:00 PM
- Board of Zoning Appeals  
1/9/2017 at 9:00 AM
- Community Services Committee  
1/9/2017 at 9:00 AM
- Intergov & Public Safety Committee  
1/9/2017 at 11:00 AM
- Design Review Board  
1/10/2017 at 1:15 PM
- Venue Committee  
1/11/2017 at 9:00 AM
- Public Planning Committee  
1/12/2017 at 10:30 AM
- Finance & Administrative Committee  
1/17/2017 at 2:00 PM
- Town Council  
1/17/2017 at 4:00 PM
- Pre-Application Meeting  
1/17/2017 at 10:30 AM

**2016 Beach Renourishment Project**

The Town announces the completion of the 2016 Island wide Beach Renourishment Project. The Town's contractor Weeks Marine, Inc. completed sand placement activities in the overnight hours on December 29th. View information regarding this project including maps, photos, FAQs, updates and more. [Learn more...](#)

**Town's Multi-use Pathways Closed**

Due to the presence of large amounts of storm debris and ongoing hurricane debris removal operations, the Town's multi-use pathways are closed by the Town until notice of their re-opening is issued. Anyone using the pathways while they are closed are doing so at their own risk. Motorists on adjacent roadways are urged to use extra caution and awareness for cyclists along roadways and to be aware of limited sight lines at intersections.

**Re-opening of Selected Town Parks**

Due to Hurricane Matthew the following parks remain closed to the public: Crossings Park, Chaplin Park, and Honey Horn. The Rowing & Sailing Center at Squire Pope Community Park has reopened, the dock remains closed for repairs.

**Zika Virus Information**

Beaufort County Mosquito Control is helping to educate the public on how to avoid contact with mosquitoes and how to eliminate mosquito breeding throughout the County. [Learn more...](#)

**News and Announcements**

- Town of Hilton Head Island Resident Beach Pass Sales - 1/9/2017**
- Notice of 30 Day Public Comment Period Community Development Block Grant Program Fiscal Year 2017-18 Annual Action Plan - 1/6/2017**
- Disaster Debris Operations - 1/4/2017**
- 2016 Beach Nourishment Project Update - 12/29/2016**
- Grinding of the Greens - Christmas Tree Recycling - 12/23/2016**
- List of Building Contractors and Tree/Debris Removal and Landscapers - 11/17/2016**
- UPDATED - Additional Information Regarding Emergency Permits - 11/15/2016**
- Permits Required for Tree Removal - 11/1/2016**

**BICYCLE FRIENDLY COMMUNITY 2011-2019**

**GOLD THE LEAGUE OF AMERICAN BICYCLISTS**

**Audubon International**

**TREE CITY USA**

**CONNECTED BEACH COMMUNITY**



# Town of Hilton Head Island Website

January 9, 2017

## Annual Action Plan Notice Page



The header features the Town of Hilton Head Island logo on the left, which includes the text "Town of Hilton Head Island" and "Beaufort County, South Carolina". To the right of the logo are navigation links: "Employment Opportunities", "Topic Index", and "Contact Us". Below these links is an "E-Subscription Service" icon and a search bar with the text "Search hiltonheadislandsc.gov". A secondary navigation bar contains links: "Government", "Online Services", "Departments", "Our Island", "Public Safety", "Publications", and "Disaster Recovery". At the bottom of the header is an orange banner with the text "Hurricane Matthew Disaster Recovery Portal".

## Public Notice

Text Size: A A A

### Notice of 30 Day Public Comment Period Community Development Block Grant Program Fiscal Year 2017-18 Annual Action Plan

**Release Date:** January 6, 2017

**Contact Information:**

[Marcy Benson](mailto:marcyb@hiltonheadislandsc.gov) ☒, Senior Grants Administrator, 843-341-4689

Notice is hereby given that the Town of Hilton Head Island has prepared a draft of its fiscal year 2017 -2018 (program year 2017) Annual Action Plan required by the U.S. Department of Housing and Urban Development (HUD) to receive Community Development Block Grant Entitlement Program funding. The Plan will be available for review and comment for 30 days beginning Monday, January 16, 2017. Copies of the Plan will be available for review Monday - Friday 8:00am - 4:30pm at the Town of Hilton Head Island Town Hall, or may be accessed via the Town of Hilton Head Island website at: [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) beginning January 16, 2017. Written comments on the Plan are encouraged and may be submitted via the website link, or email to [marcyb@hiltonheadislandsc.gov](mailto:marcyb@hiltonheadislandsc.gov) or by mail to Marcy Benson, Senior Grants Administrator, Town of Hilton Head Island Community Development Department, 1 Town Center Court, Hilton Head Island, SC 29928. Comments will be accepted until February 15, 2017.

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**From:** [Phillips Rene](#)  
**To:** [Benson Marcy](#)  
**Subject:** Fwd: Courtesy Copy: Notice of 30 Day Public Comment Period CDBG Program Fiscal Year 2017-18 Annual Action Plan  
**Date:** Sunday, January 08, 2017 1:00:52 PM

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Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Town of Hilton Head Island <[updates@secure.hiltonheadislandsc.gov](mailto:updates@secure.hiltonheadislandsc.gov)>  
Date: 1/8/17 8:00 AM (GMT-05:00)  
To: Phillips Rene <[renep@hiltonheadislandsc.gov](mailto:renep@hiltonheadislandsc.gov)>, Kronlein Kris <[krisk@hiltonheadislandsc.gov](mailto:krisk@hiltonheadislandsc.gov)>  
Subject: Courtesy Copy: Notice of 30 Day Public Comment Period CDBG Program Fiscal Year 2017-18 Annual Action Plan

**This is a courtesy copy of an email bulletin sent by Rene Phillips.**

**This bulletin was sent to the following groups of people:**

Subscribers of Legal Notices (1800 recipients)

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Town of Hilton Head Island



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View this public notice in its entirety at <http://hiltonheadislandsc.gov/government/news/newsdetails.cfm?NewsID=337>

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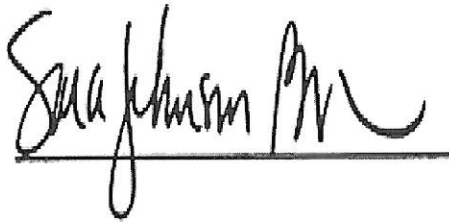
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THE ISLAND PACKET  
The Beaufort Gazette

STATE OF )  
SOUTH CAROLINA ) AFFIDAVIT  
COUNTY OF BEAUFORT )

Personally appeared before me a Notary Public, in and for State and County, aforesaid, Sara Johnson Borton who being duly sworn according to law, deposes and says that she is the Publisher and President of *The Island Packet and The Beaufort Gazette*, newspapers published Sunday through Saturday every week in Beaufort County, **The Town of Hilton Head Island, Public Comment, Community Dev Grant**, was published in the issue of The Island Packet/The Beaufort Gazette on January 8, 2017.



**Sara Johnson Borton,  
Publisher and President  
The Island Packet/The Beaufort Gazette**

**Subscribed and sworn to before  
me this 8<sup>th</sup> day of January, 2017**



**Amy L. Robbins  
Notary Public for South Carolina  
My Commission Expires on November 27, 2022**

Public Comment Summary  
For the Town of Hilton Head Island  
Fiscal Year 2017-2018 (Program Year 2017)  
Annual Action Plan

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Public Comments Received During 30 Day Comment Period (January 16 – February 15, 2017):

No comments were received.

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Public Comments Received at July 18, 2017 Town of Hilton Head Island Town Council Meeting:

No comments were received.



## **The Town of Hilton Head Island**

### **Regular Town Council Meeting**

**July 18, 2017**

**4:00 P.M. EXECUTIVE SESSION**

**5:00 P.M. REGULAR MEETING**

### **BENJAMIN M. RACUSIN COUNCIL CHAMBERS AGENDA**

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**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 Freedom of Information Act and the Town of Hilton Head Island requirements.
- 3. Executive Session**
  - a. Land Acquisition**

Discussion of negotiations incident to the proposed sale, lease or purchase of property:

    - i.** Related to property in the Cordillo Parkway area
  - b. Contractual Matters**

Discussion of negotiations incident to the proposed contractual agreements related to:

    - i.** POA Sub-Area Drainage Agreements within Hilton Head Plantation
- 4. Pledge to the Flag – 5:00 p.m.**
- 5. Invocation**
- 6. Proclamations & Commendations**
  - a. Mayor’s Honored Islanders**
    - i.** Pamela Denlinger & Paul Keers
    - ii.** Gail Quick
    - iii.** Dr. Lisa Drakeman
  - b.** Parks & Recreation Month Proclamation
  - c.** Summer Against Impaired Driving Proclamation
  - d.** Commendation Honoring Charles H. “Charlie” Brown, Sr.

**7. Approval of Minutes**

- a. Town Council Meeting, June 20, 2017
- b. Town Council Special Meeting, July 5, 2017

**8. Report of Town Manager**

- a. USCB Quarterly Update
- b. Hilton Head Island – Our Future: Monthly Update
- c. Semi-Annual Update from the Design Review Board
- d. Semi-Annual Update from the Board of Zoning Appeals
- e. **Items of Interest**
  - i. Town News
  - ii. Noteworthy Events

**9. Reports from Members of Council**

- a. General Reports from Council
- b. Report of the Intergovernmental & Public Safety Committee – Bill Harkins, Chairman
- c. Report of the Community Services Committee – Kim Likins, Chairman
- d. Report of the Public Planning Committee – David Ames, Chairman
- e. Report of the Public Facilities Committee – Marc Grant, Chairman
- f. Report of the Finance & Administrative Committee – John McCann, Chairman

**10. Appearance by Citizens**

**11. Unfinished Business**

**a. Second Reading of Proposed Ordinance 2017-02**

Second Reading of Proposed Ordinance 2017-02 to provide for the adoption of updates to “The Town of Hilton Head Island Comprehensive Plan” and its appendices, including the Beach Management Plan; and to provide for severability and an effective date.

**b. Consideration of a Recommendation – Relocation of Dumpsters for Beach Waste**

Consideration of a Recommendation from the Public Facilities Committee that Town Council approve the proposed plan to relocate to 139 Arrow Road, dumpsters for beach refuse, and authorize Staff to implement the attached plan.

**12. New Business**

**a. Consideration of a Resolution – HUD/CDBG Entitlement Program 2017 Annual Action Plan Request for Submittal to HUD**

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 2017-2018 (Program Year 2017) Annual Action Plan.

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

**14. Adjournment**

**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 2017-2018 (PROGRAM YEAR 2017) ANNUAL ACTION PLAN**

**WHEREAS**, in July 2015 the Town of Hilton Head Island CDBG Five Year Consolidated Plan for program years 2015-2019 detailing goals and objectives to be implemented to address community needs in low-and-moderate income areas within the Town's jurisdiction was approved by the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, as an entitlement community, the Town must prepare and submit an Annual Action Plan detailing activities to be undertaken during the fiscal year 2017 – 2018 (program year 2017) to address goals and objectives outlined in the Five Year Consolidated Plan; and

**WHEREAS**, for fiscal year 2017 – 2018 (program year 2017) the Town anticipates receiving a CDBG award totaling \$200,781 to carry out activities that meet one of three National Objectives, as described by HUD; and

**WHEREAS**, the Fiscal Year 2017 – 2018 (Program Year 2017) Annual Action Plan is compatible with the HUD approved Five Year Consolidated Plan for program years 2015 - 2019; and

**WHEREAS**, the Town has adhered to the public participation requirements set forth in the Citizen Participation Plan in the development of the Fiscal Year 2017-2018 (Program Year 2017) Annual Action Plan; and

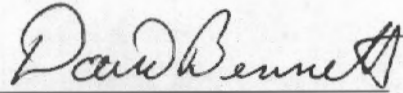
**WHEREAS**, a public meeting and 30 day public comment period for the Fiscal Year 2017-2018 (Program Year 2017) Annual Action Plan were conducted for citizen input and review; and

**WHEREAS**, the Town Manager is authorized to submit this Fiscal Year 2017 – 2018 (Program Year 2017) Annual Action Plan to HUD for their review and acceptance;

**NOW, THEREFORE BE IT, AND IT HEREBY IS RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, THAT** The Community Development Block Grant Entitlement Program Fiscal Year 2017 – 2018 (Program Year 2017) Annual Action Plan as submitted in the attachment to this resolution be approved and submitted to HUD.




MOVED, APPROVED, AND ADOPTED ON THIS 18<sup>th</sup> DAY OF JULY, 2017.



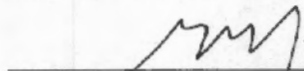
David Bennett, Mayor

ATTEST:

  
\_\_\_\_\_

Krista M. Wiedmeyer, Town Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_

Gregory M. Alford, Town Attorney

Introduced by Council Member: Kimberly Likins



**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
NOTICE OF PUBLIC MEETING AND  
30 DAY PUBLIC COMMENT PERIOD  
SUBSTANTIAL AMENDMENT TO 2017 – 2018 ANNUAL ACTION PLAN**

Notice is hereby given that the Town of Hilton Head Island proposes to amend its CDBG 2017 – 2018 Annual Action Plan. This substantial amendment proposes to replace the Cobia Court paving project with a playground upgrade project at the Island Recreation Center located at 20 Wilborn Road. The substantial amendment and associated Plan will be available for public review and comment for 30 days from Friday, February 15, 2019 through Sunday, March 17, 2019. A public meeting to obtain input on the substantial amendment will be held on Wednesday, February 27, 2019 at 6:00pm at the Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers, 1 Town Center Court, Hilton Head Island, South Carolina. Copies of the amended Plan will be available for review at the meeting and Monday – Friday 8:00am – 4:30pm at the Town of Hilton Head Island Town Hall, or may be accessed via the Town of Hilton Head Island website at: <http://www.hiltonheadislandsc.gov/> beginning February 15, 2019. Written comments are encouraged and may be submitted via the website link, or email to [marcyb@hiltonheadislandsc.gov](mailto:marcyb@hiltonheadislandsc.gov) or by mail to Marcy Benson, Senior Grants Administrator, Town of Hilton Head Island Community Development Department, 1 Town Center Court, Hilton Head Island, SC 29928.

The Town of Hilton Head Island does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Marcy Benson, Senior Grants Administrator has been designated to coordinate compliance with the nondiscrimination requirements contained in the U.S. Department of Housing and Urban Development's regulations. She may be reached at the email address listed above or by phone at (843) 341-4689.



**Town of Hilton Head Island Website - Main Page**  
**February 15, 2019**  
**CDBG FY17 Annual Action Plan Substantial Amendment**  
**30 Day Comment Period and Public Meeting Notice**



**Town of Hilton Head Island Website**  
**February 15, 2019**  
**CDBG FY17 Annual Action Plan Substantial Amendment**  
**Public Meeting and 30 Day Public Comment Period Notice Page**



## Benson Marcy

---

**From:** Phillips Rene  
**Sent:** Friday, February 15, 2019 9:43 AM  
**To:** Benson Marcy  
**Subject:** FW: Courtesy Copy: Substantial Amendment to 2017 - 2018 Annual Action Plan

*René Phillips, CIW, Website Administrator  
Town of Hilton Head Island  
One Town Center Court  
Hilton Head Island, SC 29928  
843-341-4792  
[www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)*

---

**From:** Town of Hilton Head Island [mailto:updates@secure.hiltonheadislandsc.gov]  
**Sent:** Friday, February 15, 2019 9:41 AM  
**To:** Grant Carolyn; Spinella Kelly; Phillips Rene  
**Subject:** Courtesy Copy: Substantial Amendment to 2017 - 2018 Annual Action Plan

**This is a courtesy copy of an email bulletin sent by Rene Phillips.**

**This bulletin was sent to the following groups of people:**

Subscribers of General Announcements or Legal Notices (5262 recipients)



### **Community Development Block Grant (CDBG) Program Notice of Public Meeting and 30 Day Public Comment Period Substantial Amendment to 2017 - 2018 Annual Action Plan**

Notice is hereby given that the Town of Hilton Head Island proposes to amend its CDBG 2017 - 2018 Annual Action Plan. This substantial amendment proposes to replace the Cobia Court paving project with a playground upgrade project at the Island Recreation Center located at 20 Wilborn Road. The substantial amendment and associated Plan will be available for public review and comment for 30 days from Friday, February 15, 2019 through Sunday, March 17, 2019. A public meeting to obtain input on the substantial amendment will be held on Wednesday, February 27, 2019 at 6:00pm at the Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers, 1 Town Center Court, Hilton Head Island, South Carolina. Copies of the amended Plan will be available for review at the meeting and Monday - Friday 8:00am - 4:30pm at the Town of Hilton Head Island Town Hall, or may be accessed via the Town of Hilton Head Island website at [www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov) beginning February 15, 2019. Written comments are encouraged and may be submitted via the website link, or

email to [marcyb@hiltonheadislandsc.gov](mailto:marcyb@hiltonheadislandsc.gov) or by mail to Marcy Benson, Senior Grants Administrator, Town of Hilton Head Island Community Development Department, 1 Town Center Court, Hilton Head Island, SC 29928.

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[Review the plan and submit comments online...](#)

View this public notice in its entirety at <http://www.hiltonheadislandsc.gov/government/news/newsdetails.cfm?NewsID=491>



[www.hiltonheadislandsc.gov](http://www.hiltonheadislandsc.gov)

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**COMMUNITY DEVELOPMENT BLOCK  
GRANT PROGRAM  
NOTICE OF PUBLIC MEETING AND  
30 DAY PUBLIC COMMENT PERIOD  
SUBSTANTIAL AMENDMENT TO 2017 – 2018  
ANNUAL ACTION PLAN**

Notice is hereby given that the Town of Hilton Head Island proposes to amend its CDBG 2017 – 2018 Annual Action Plan. This substantial amendment proposes to replace the Cobia Court paving project with a playground upgrade project at the Island Recreation Center located at 20 Wilborn Road. The substantial amendment and associated Plan will be available for public review and comment for 30 days from Friday, February 15, 2019 through Sunday, March 17, 2019. A public meeting to obtain input on the substantial amendment will be held on Wednesday, February 27, 2019 at 6:00pm at the Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers, 1 Town Center Court, Hilton Head Island, South Carolina. Copies of the amended Plan will be available for review at the meeting and Monday – Friday 8:00am – 4:30pm at the Town of Hilton Head Island Town Hall, or may be accessed via the Town of Hilton Head Island website at: <http://www.hiltonheadislandsc.gov/> beginning February 15, 2019. Written comments are encouraged and may be submitted via the website link, or email to [marcyb@hiltonheadislandsc.gov](mailto:marcyb@hiltonheadislandsc.gov) or by mail to Marcy Benson, Senior Grants Administrator, Town of Hilton Head Island Community Development Department, 1 Town Center Court, Hilton Head Island, SC 29928.

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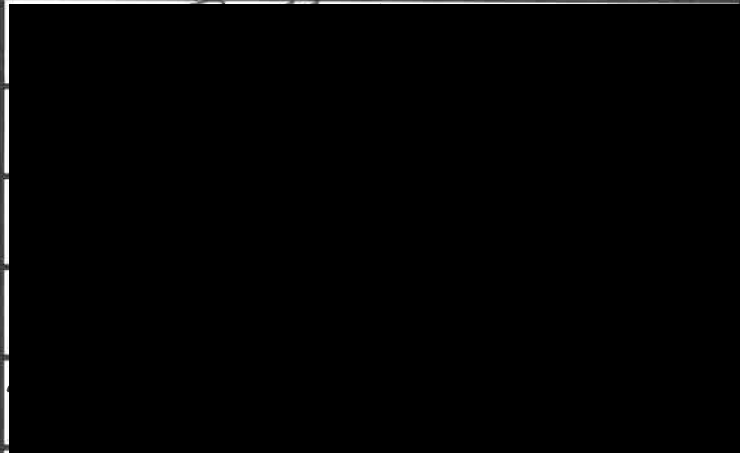
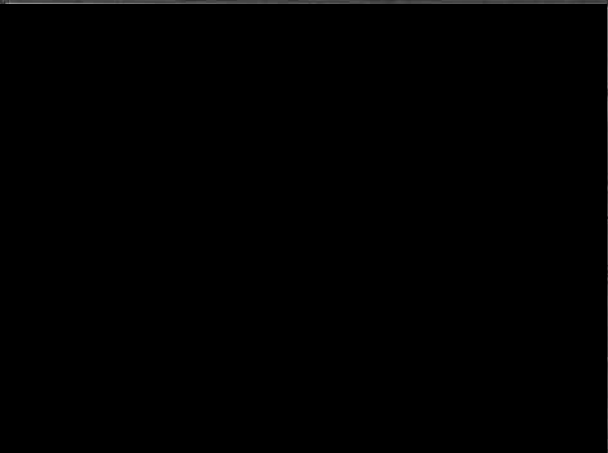
**TOWN OF HILTON HEAD ISLAND**  
**ANNUAL ACTION PLAN FISCAL YEAR 2017-2018**  
**SUBSTANTIAL AMENDMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
**ENTITLEMENT PROGRAM**

**February 27, 6:00PM**

**AGENDA**

- Welcome and Sign-in
- CDBG Entitlement Program Overview
- Purpose of Annual Action Plan Substantial Amendment
- Public Discussion
- Next Steps in Annual Action Plan Substantial Amendment Process

# PLEASE SIGN IN:

NAME	MAILING ADDRESS	EMAIL ADDRESS
PHIL KISER		
Robyn Kiser		
FRANK Sule		
Leah Arnold		
Kim Likins		

ANNUAL ACTION PLAN FISCAL YEAR 2017-2018 SUBSTANTIAL AMENDMENT PUBLIC MEETING

Wednesday, February 27, 2019

# PLEASE SIGN IN:

NAME	MAILING ADDRESS	EMAIL ADDRESS
Juan Monzon	[REDACTED]	

ANNUAL ACTION PLAN FISCAL YEAR 2017-2018 SUBSTANTIAL AMENDMENT PUBLIC MEETING

Wednesday, February 27, 2019



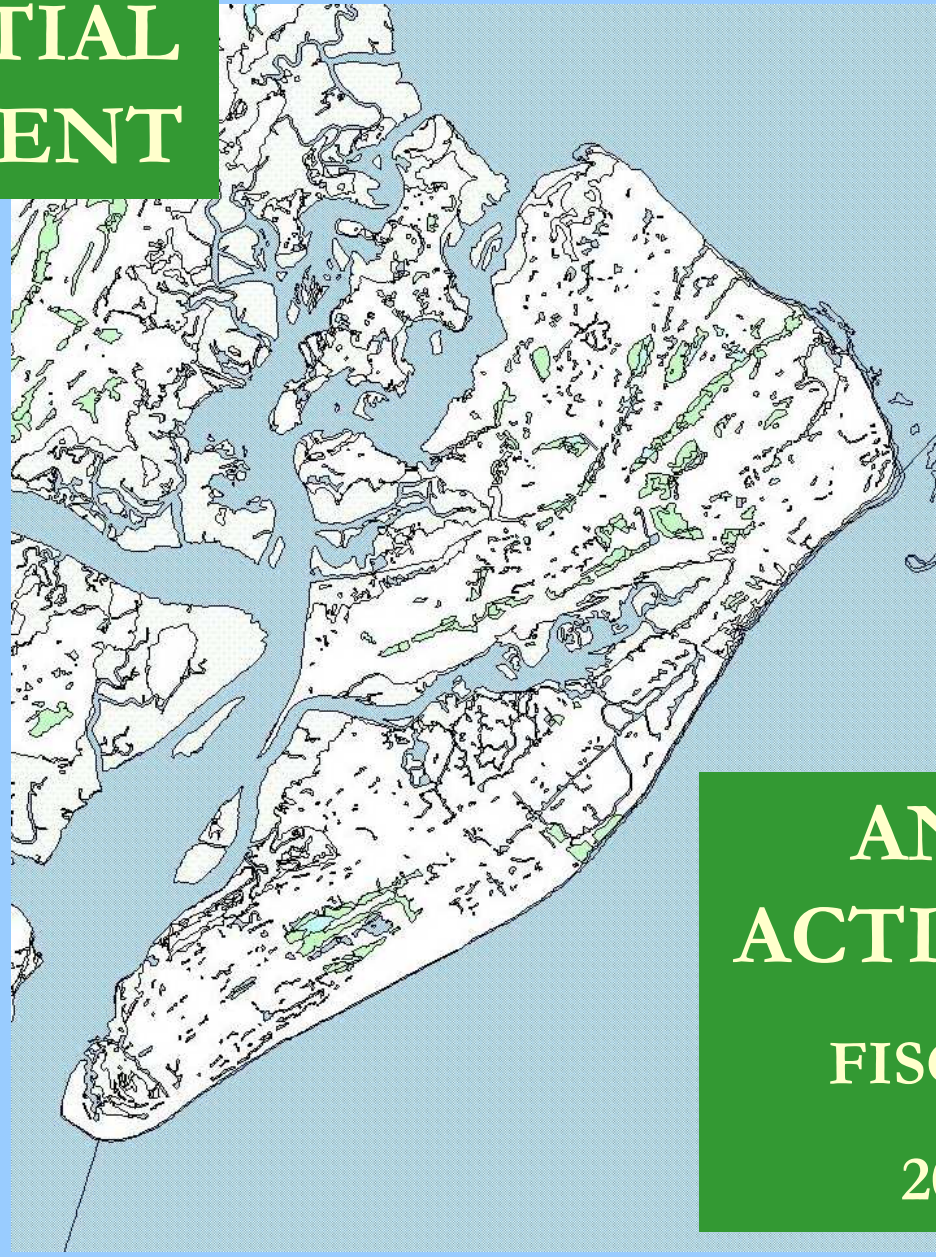
# PLEASE SIGN IN:

NAME	MAILING ADDRESS	EMAIL ADDRESS
Heather Galt	[REDACTED]	[REDACTED]

ANNUAL ACTION PLAN FISCAL YEAR 2017-2018 SUBSTANTIAL AMENDMENT PUBLIC MEETING

Wednesday, February 27, 2019

# SUBSTANTIAL AMENDMENT



TOWN OF  
HILTON HEAD  
ISLAND, SC  
FEBRUARY 27, 2019  
PUBLIC  
MEETING

ANNUAL  
ACTION PLAN  
FISCAL YEAR  
2017 -2018

# Community Development Block Grant Entitlement Program (CDBG)

- Federal grant program administered by the U.S Department of Housing & Urban Development (HUD).
- Provides annual grants on a formula basis to entitled cities and counties based on population data from the U.S. Census Bureau.
- In fiscal year 2017-18 the Town of Hilton Head Island was allocated \$200,781 in CDBG funds.
- Funds are to be used to benefit low-and-moderate income persons, based on HUD guidelines and U.S. Census data.

# What is a Substantial Amendment?

The Town's Citizen Participation Plan defines a substantial amendment to the Consolidated or Annual Action Plans as:

- *When activities are to be added, deleted, or substantially changed in terms of purpose, scope, location or beneficiaries.*

When a substantial amendment is needed, the Town will provide citizens an opportunity to comment on such changes through a public meeting and 30 day comment period.

# Substantial Amendment Process

- Town staff drafted an amended 2017 Annual Action Plan.
- 30-day public comment period from February 15, 2019 through March 17, 2019.
- Public comments will be reviewed and if necessary adjustments made to amended plan.
- Amended plan tentatively scheduled to be presented to Town Council in March 2019.
- After authorization from Town Council the amended plan will be submitted to HUD for review and approval.

# What Are Proposed Changes?

This substantial amendment proposes to:

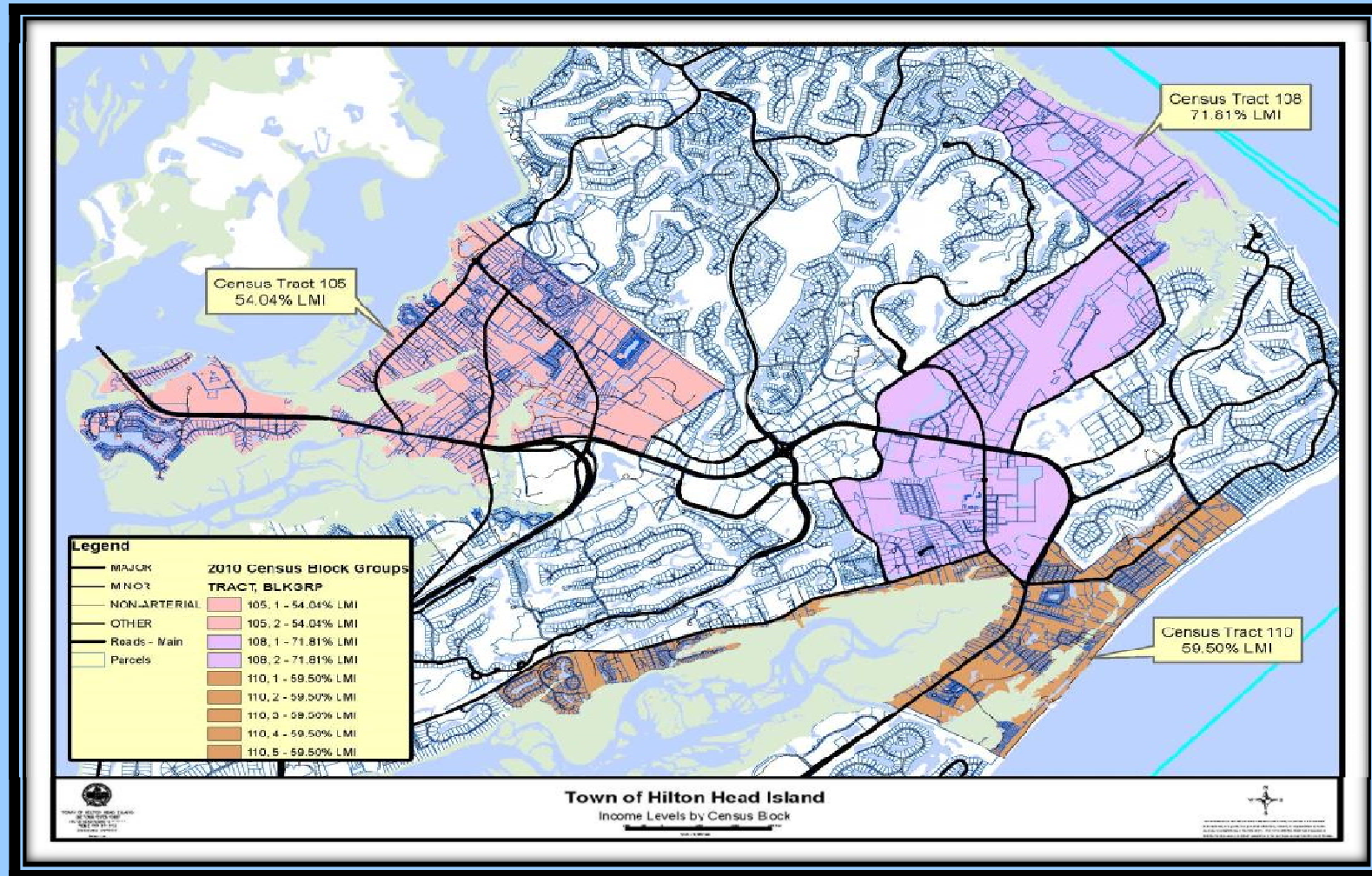
- Replace the Cobia Court dirt road paving project with a playground upgrade project at the Island Recreation Center located at 20 Wilborn Road.
- Both projects are in the public facilities and improvements category of the CDBG program.

# CDBG Allocation

CDBG Program Year	Total CDBG Funds Allocated	Shovel Ready Project	Timeliness Spending Requirement	Balance
2017	\$200,781	\$111,000 <i>(Island Rec Playground)</i>	\$82,689	\$89,781
2018	\$234,127	Unknown <i>(Pending a 2018 AAP Amendment)</i>	Not Applicable	\$234,127
2019	\$200,000 +/- Estimate (pending federal budget appropriation)	Not Applicable	Not Applicable	Unknown



# Census Tracts Meeting LMI Requirement





# Amended Sections of 2017 Annual Action Plan

The following sections of the 2017 Annual Action Plan have been revised to reflect the proposed amendment.

- AP-05 Executive Summary
- PR-05 Lead & Responsible Agencies
- AP-12 Participation
- AP-15 Expected Resources
- AP-20 Annual Goals & Objectives
- AP-35 Projects
- AP-38 Projects Summary

# Comments

Please submit comments by March 17, 2019 via:

- Public meeting on February 27, 2019
- In writing at the Town website:  
**[www.hiltonheadislandsc.gov/](http://www.hiltonheadislandsc.gov/)**
- In writing via email to:  
**[marcyb@hiltonheadislandsc.gov](mailto:marcyb@hiltonheadislandsc.gov)**
- In writing via mail to Marcy Benson, Senior Grants Administrator, Town of Hilton Head Island, 1 Town Center Court, Hilton Head Island, SC 29928

**Public Meeting Minutes  
Public Meeting to Solicit Comments  
Community Development Block Grant (CDBG) Entitlement Program  
Substantial Amendment  
Annual Action Plan Fiscal Year 2017-2018 (Program Year 2017)**

**Wednesday, February 27, 2019 6:00pm  
Town of Hilton Head Island Town Hall, Benjamin M. Racusin Council Chambers  
1 Town Center Court, Town of Hilton Head Island**

**Present: See attached sign-in sheet.**

Marcy Benson, Senior Town Grants Administrator began the public meeting at 6:05pm. A power point presentation was given describing the Community Development Block Grant Entitlement Program and the purpose of the proposed substantial amendment to the Annual Action Plan was discussed.

Public comments were made by meeting attendees. Comments included:

- Discussion of the types of projects or programs that can be funded with CDBG dollars.
- Discussion of how and why the Island Recreation Center Playground project was selected for funding with FY17 CDBG dollars.
- Discussion of timeliness compliance with HUD requirements.

The meeting concluded with Town staff requesting any other comments be submitted via the written comment sheets available at the meeting, the Town website submittal link, direct email or U.S. mail sent to Marcy Benson. Attendees were thanked for participating and the public meeting adjourned at approximately 6:35pm.



## MEMORANDUM

**TO:** Town Council

**FROM:** John Troyer, CPA, Director of Finance

**VIA:** Stephen G. Riley, ICMA-CM, Town Manager

**DATE:** March 6, 2019

**RE:** **First Reading of Proposed Ordinance No. 2019-07**

---

### Recommendation:

Staff recommends Town Council approve the first reading of Proposed Ordinance No. 2019-07 to amend the General and Capital Projects Funds' budgets for the fiscal year ending June 30, 2019.

### Summary:

In conjunction with the development of the new year's budget, Staff recommends a mid-year budget amendment to realign the original budgeted plans with expected actual results.

### Background:

The Capital Projects and Stormwater Funds are assessed during the year and amended when appropriate. Staff also reviews the Debt Service and General Funds for any anticipated budget amendments. For fiscal year 2019, staff recommends amendments for the General and Capital Project Funds.

For the **General Fund**, the amendment request is to transfer funds from the Disaster Advertising Reserve for communication regarding the near misses of Hurricanes Michael and Florence. Additionally, the amendment is to adjust the Fire Rescue Operations personnel budget due to hurricane emergency response costs, and to transfer personnel budget from the now closed Municipal Court to the Town Management division due to the retirement of the previous Assistant Town Manager and the addition of a new position, the Assistant to the Town Manager.

In the **Capital Projects Fund**, the requests are as follows:

1. **Park Development** – Provide funds to match the bids received for the Lowcountry Celebration Park project from amounts in the Capital Plan in future years for this project in order to advance the entire project now.
2. **Roadway and Pathway Improvements** –
  - Consolidate budgets for the Coligny Area Road and Pathway projects. This project was originally separated into four projects: Nassau Street Reconstruction, Lagoon

Road Reconstruction, Lagoon Road/Pope Avenue Intersection, and South Forest Beach Drive Improvements. As the work progressed, the four projects were consolidated and bid together as one project.

- Provide additional funds for the resurfacing of Pope Avenue.
  - Transfer funds for a.) the construction of the new decorative signal mast arms at US278 and Pembroke Drive, b.) the design and permitting of roadway improvements along US278 in the Shelter Cove corridor, and c.) the construction and installation of pathway accessibility and safety enhancements along US278 to include crosswalks, the street light crosswalk safety pilot project and a new pathway connection from BCSO to Hickory Tavern. The necessary funds shall be transferred from the US278 Squire Pope Road project.
  - Transfer Road Usage funds from the General Private Dirt Road project to the Murray Avenue Private Dirt Road project.
3. **Other Capital Expenditures** – This amendment is to provide funds for equipment for the Hilton Head Symphony Orchestra. The funds shall be transferred from the Bluffton Flyover Beautification project.

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2019-07**

**AN ORDINANCE TO AMEND THE BUDGET FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, FOR THE FISCAL YEAR ENDING JUNE 30, 2019; TO PROVIDE FOR THE EXPENDITURES OF CERTAIN FUNDS; TO ALLOCATE THE SOURCES OF REVENUE FOR THE SAID FUNDS; AND TO PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council act by ordinance to adopt a budget and levy taxes, pursuant to public notice; and

**WHEREAS**, the Town Council did adopt the budget on June 19, 2018, and

**WHEREAS**, pursuant to the budget amendment policy as stated in the Town’s annual budget document, the Town Council is desirous of amending the budget so as to provide for additional revenues, and the expenditures and certain other commitments from the Fund Balance and other revenue sources, as well as to correct budget appropriations for certain projects in the General and Capital Projects Funds.

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

Section 1 Amendment. The adopted 2019 fiscal year budget is amended to make the following changes as increases and decreases to the funds from prior years and to the projected revenue and expenditure accounts as follows:

**General Fund**

<u>Account Description</u>	<u>Amount</u>
<b>Revenues:</b>	
Transfer from Disaster Advertising Reserve	175,000
<b>Total Revenues</b>	<u><u>175,000</u></u>
<b>Expenditures:</b>	
Transfer to Disaster Advertising for Near Misses of Storms Michael/Florence	175,000
Town Management Division Personnel	149,000
Municipal Court Division Personnel	(149,000)
Fire Rescue Operations Personnel	150,000
Townwide Operating	(150,000)
<b>Total Expenditures</b>	<u><u>175,000</u></u>

The purpose of the General Fund amendment is to 1.) transfer funds from the Disaster Advertising Reserve for Hurricane Michael and Florence communications, 2.) transfer from Municipal Court to Town Management to provide funds needed due to the overlap of the retired and current Assistant Town Manager, as well as the addition of the Assistant to the Town Manager position, and 3.) transfer from the Townwide Operating budget to Fire Rescue Operations Personnel for hurricane emergency response.

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2019-07**

**Capital Projects Fund Budget Transfers**

**Account Description**

**Revenues:**

	<b><u>Amount</u></b>
Beach Fees/Bonds	-
TIF Taxes/Bond	-
Traffic Impact Fees	-
Road Usage Fee	-
Hospitality Bond	-
<b>Total Revenue Increase (Decrease)</b>	<b><u><u>-</u></u></b>

**Expenditures:**

**Source of Funds**

**Amount**

**ROADWAY AND PATHWAY IMPROVEMENTS:**

**Transfer Budgets to Consolidate (4) Coligny Road & Pathways Projects into One (1) Project**

Nassau Street Reconstruction	TIF Taxes/Bond	(2,228,291)
	Beach Fees/Bonds	(400,000)
Lagoon Road Reconstruction	TIF Taxes/Bond	(1,840,709)
	Beach Fees/Bonds	(675,000)
Lagoon Rd / Pope Ave Intersection	TIF Taxes/Bond	(340,956)
South Forest Beach Drive Improvements	TIF Taxes/Bond	(1,129,867)
	Beach Fees/Bonds	(400,000)
Coligny Road & Pathway Projects	TIF Taxes/Bond	5,539,824
	Beach Fees/Bonds	1,475,000
Subtotal Increase (Decrease)		<b><u>\$ -</u></b>

**Transfer Budget From US278 Squire Pope to other Roadway & Pathway Improvement Projects**

US278 / Squire Pope Improvements	Traffic Impact Fees	(490,480)
Traffic Signal Mast Arm: Pembroke / 278	Traffic Impact Fees	136,800
Shelter Cove Intersection Improvements	Traffic Impact Fees	93,680
Pathway Accessibility and Safety Enhancements	Traffic Impact Fees	260,000
Subtotal Increase (Decrease)		<b><u>\$ -</u></b>

**Transfer Budget from General Private Dirt Road to the Murray Avenue Dirt Road Project:**

Private Dirt Roads - General	Road Usage Fee	(220,000)
Private Dirt Roads - Murray Avenue	Road Usage Fee	220,000
Subtotal Increase (Decrease)		<b><u>\$ -</u></b>

**OTHER CAPITAL EXPENDITURES:**

**Transfer Budget from Bluffton Flyover Beautification to HHSO Equipment Project**

Hilton Head Symphony Orchestra Equipment	Hospitality Bond	50,000
Bluffton Flyover Beautification	Hospitality Bond	(50,000)
Subtotal Increase (Decrease)		<b><u>\$ -</u></b>

**Total Expenditure Increase (Decrease)**

**\$ -**

The purpose of the above amendment is to 1.) consolidate Coligny Roadway/Pathway project budgets, 2.) reallocate roadway and pathway funds from US278 Squire Pope to the US278 Pembroke, Shelter Cove Intersection Improvements, and Pathway Accessibility / Safety projects, 3.) transfer Road Usage Funds from the General Private Dirt Road budget to the Murray Avenue Dirt Road project, and 4.) transfer budget from the Bluffton Flyover Beautification project to provide funds for Symphony Orchestra equipment.

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2019-07**

**Capital Projects Fund Budget Increases**

Account Description

<b>Revenues:</b>	<u><b>Amount</b></u>
Beach Fees/Bonds	4,209,586
GO Bond	300,000
Hospitality Tax Transfer-In	350,000
<b>Total Revenues</b>	<u><u><b>4,859,586</b></u></u>

<b>Expenditures:</b>	<u><b>Source of Funds</b></u>	<u><b>Amount</b></u>
<b><u>PARK DEVELOPMENT:</u></b>		
Lowcountry Celebration Park	Beach Fees/Bonds	4,209,586
	Hospitality Tax	350,000
Total Increase (Decrease) Park Development:		<u><u><b>\$ 4,559,586</b></u></u>
<b><u>ROADWAY AND PATHWAY IMPROVEMENTS:</u></b>		
Pope Avenue Resurfacing	GO Bond	300,000
Total Increase (Decrease) Roadway & Pathway Improvements:		<u><u><b>\$ 300,000</b></u></u>
<b>Total Expenditures</b>		<u><u><b>4,859,586</b></u></u>

The purpose of the above amendment is to 1.) match bids for the Lowcountry Celebration Park, and 2.) match bids for the Pope Avenue Resurfacing project.

The effects of this amendment for fiscal year 2019 are presented below.

	General Fund		Cap Proj Fund		Debt Service		Total Governmental Funds	
	Expenditures	Revenues & Transfers In	Expenditures, Transfers Out & Other Uses	Revenues & Transfers In & Other Sources	Expenditures, Transfers Out & Other Uses	Revenues & Transfers In	Expenditures, Transfers Out & Other Uses	Revenues & Transfers In & Other Sources
Current Balance	\$ 41,755,861	\$(41,755,861)	\$ 50,950,346	\$(50,950,350)	\$ 24,200,000	\$(24,200,000)	\$116,906,207	\$(116,906,211)
Amendment	175,000	(175,000)	4,859,586	(4,859,586)	-	-	5,034,586	(5,034,586)
Revised Balance	\$ 41,930,861	\$(41,930,861)	\$ 55,809,932	\$(55,809,936)	\$ 24,200,000	\$(24,200,000)	\$121,940,793	\$(121,940,797)

Enterprise Fund  
Stormwater Fund

	Expenditures & Transfers Out		Revenues & Transfers In	
Current Balance	\$ 8,397,090	\$(8,397,092)		
Amendment	-	-		
Revised Balance	\$ 8,397,090	\$(8,397,092)		



**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2019-07**

Section 2 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 3 Effective Date. This Ordinance shall be effective upon its enactment by the Town Council of the Town of Hilton Head Island.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND ON THIS \_\_\_DAY OF\_\_\_\_\_, 2019.**

\_\_\_\_\_  
John McCann, Mayor

ATTEST:

\_\_\_\_\_  
Krista Wiedmeyer  
Town Clerk

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory M. Alford  
Town Attorney

Introduced by Council Member:  
\_\_\_\_\_

# **MEMORANDUM**

**TO:** Town Council

**FROM:** Stephen G. Riley, ICMA-CM, Town Manager

**RE:** Proposed Ordinance Number 2019-11 Committees of Council

**DATE:** March 6, 2019

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**Recommendation:** Staff recommends approval of Proposed Ordinance 2019-11, amending Section 2-5-60 (Committees of Council) of the Town code.

**Summary:** At the March 5, 2019 Town Council meeting, Council directed that an ordinance be brought forth which would amend Section 2-5-60 to reduce the number of standing committees of Town Council to four, the Finance and Administrative Committee, Intergovernmental Committee, Community Services Committee, and Public Planning Committee. By combining the former committees to these four standing committees, the workload of the standing committees would be more evenly distributed between the standing committees and reduce the number of meetings Council members must attend.

It is anticipated that the mission and areas of focus of each committee would be as follows:

## **Finance and Administration Committee**

Mission: Review and analyze the Town's budgets and financial statements, including balance sheet management, vendor contracts, Accommodations Tax funds, and the Town's Designated Marketing Organization. Establish and measure annual performance goals for the Town Manager and perform evaluations of such services. Monitor the performance of the Town's Designated Marketing Organization. Determine the manner and method by which the Town will conduct an annual performance review of the Town Manager.

### **Areas of Focus:**

- Budget process
- Town revenues and expenditures
- Fee structures
- Personnel issues
- Town attorney matters
- Procurement process review
- All other financial/administrative issues
- Designated Marketing Organization
- Accommodations/Hospitality Taxes

## **Community Services Committee**

Mission: Review, discuss and evaluate in greater detail specific issues that directly impact the quality and sustainability of Town infrastructure, Town owned facilities and Town owned property. Manage the Town's Talent Bank and make recommendations for board or committee appointments to Town Council. Consider the efficiency and effectiveness of Town provided services to include, parks and recreation, arts and culture, water and sewer services, pathways and pathway safety, roads, drainage, and other matters for which the Town is the identified service provider or works closely with an identified service provider.

Work with the Town Manager to coordinate the solicitation of grants available to the Town for infrastructure or community services related projects. Review, discuss and evaluate in greater detail specific issues related to matters of public safety and the provision of public safety services such as fire response, emergency medical services, law enforcement, beach operations, litter control and enforcement, animal control, and matter related to Town code enforcement.

**Areas of Focus:**

- Public infrastructure, facilities, lands
- CIP/TIF matters
- Appointments to boards and committee
- Parks and recreation
- Arts and culture
- Mitchelville/Gullah Geechee matters
- Hilton Head Island Fire Rescue
- Beaufort County Sheriff's Office
- Beach operations
- Litter
- Code enforcement
- Hurricane response and resiliency

**Intergovernmental Committee**

Mission: Build relationships with local, county, state and federal governments and departments, as well as formulate positions for Town Council review, adoption and conveyance to such entities pertaining to matters of local, state or federal legislation. Develop an annual list of legislative policy goals and objectives to be communicated to the South Carolina Municipal Association and to receive periodic reports from representatives of the Beaufort County Legislative Delegation. Work with regional governmental bodies such as the Beaufort County Economic Development Corporation, Southern Lowcountry Regional Plan Group, and the Lowcountry Area Transportation Study Group.

**Areas of Focus:**

- Matters relating to other governmental entities
- Regionalism
- Matters relating to pending or proposed legislation
- Economic Development

**Public Planning Committee**

Mission: Review and make recommendations to Town Council for matters pertaining to planning, zoning, land use, growth management, redevelopment, affordable housing, workforce development, Board of Zoning Appeals, Planning Commission, and matters related to the Town's Land Management Ordinance.

**Areas of Focus:**

- Matters related to community development
- Zoning
- Land use
- Workforce development
- Land Management Ordinance
- Comprehensive Plan
- Design Review Board
- Building Codes
- Construction Board of Adjustment Appeals

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO.**

**PROPOSED ORDINANCE NO. 2019-11**

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, TO AMEND TITLE 2 GENERAL GOVERNMENT AND ADMINISTRATION OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING CHAPTER 5 (MEETINGS OF COUNCIL AND RULES OF PROCEDURE) SECTION 2-5-60, COMMITTEES OF COUNCIL; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 2015-05, amending Section 2-5-60 for the purpose of codifying Town Council Standing Committees, namely the Finance and Administrative Committee, Intergovernmental Relations Committee, Community Services Committee, Public Planning Committee, Public Facilities Committee, and the Public Safety Committee; and

**WHEREAS**, the purpose of the Town Council Standing Committee system is to facilitate a more efficient Town Council system within the Town Council/Manager form of government and to allow for in-depth analysis of issues, proposed ordinances, and other Town-related matters; and

**WHEREAS**, the Town Council now desires to amend Section 2-5-60 by reducing the number of standing committees of Town Council to four, the Finance and Administrative Committee, Intergovernmental Committee, Community Services Committee, and Public Planning Committee.

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

**NOTE: Underlined and bold-faced** typed portions indicate additions to the Municipal Code. ~~Stricken~~ portions indicate deletions to the Municipal Code.

**Section 1. Sec. 2-5-60. - Committees of council.**

- (a) The Town Council shall have standing committees to assist in the efficient operation of the Town Council, namely the Finance and Administrative Committee, Intergovernmental ~~Relations~~ Committee, Community Services Committee, **and** Public Planning Committee, ~~Public Facilities Committee, and Public Safety Committee~~. Each committee shall be composed of three (3) Town Council members and an alternate, who shall also be a member

of council. The Mayor shall appoint the members and the alternate and shall designate a chairman.

- (b) The Town Council may appoint, by resolution, such other committees i.e. non-standing committees, composed exclusively of council members as it shall deem necessary and appropriate for the efficient operation of the Town Council. To assist such council committees, the Town Council may appoint town resident citizens to serve as committee members. The term of the committee membership of any town resident citizen shall be as prescribed by resolution, but in no event shall the term of any committee extend beyond the term of the then sitting council.
- (c) The Town Council may, by resolution, adopt rules and procedures to guide the operation of standing committees. The Town Council may, at the time of the creation of any other committees of council, as part of the resolution creating the committee, or separately, adopt rules and procedures to guide the conduct of such committees.

**Section 2 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 3 Effective Date.** This Ordinance shall be effective upon adoption thereof by the Town Council for 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 APRIL, 2019.**

By: \_\_\_\_\_  
**John McCann, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**Krista Wiedmeyer, Town Clerk**

**First Reading:** \_\_\_\_\_  
**Second Reading:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Curtis L. Coltrane, Town Attorney**

**Introduced by Council Member:**\_\_\_\_\_

# **MEMORANDUM**

**TO:** Town Council

**FROM:** Stephen G. Riley, ICMA-CM, Town Manager

**RE:** Proposed Ordinance Number 2018-14 Amendment to Title 17 (Noise Control)

**DATE:** March 4, 2019

**CC:** Josh Gruber, Assistant Town Manager  
Brian Hulbert, Staff Attorney

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**Recommendation:** Staff recommends Town Council approve Proposed Ordinance Number 2018-14, amending Title 17 (Noise Control) of the Municipal Code. At its March 4, 2019 meeting, the Intergovernmental-Public Safety Committee voted unanimously to forward the proposed ordinance amendment to Town Council for consideration.

**Summary:** This proposed ordinance would amend the Noise Control section of the Municipal Code. These changes will limit the hours that a noise ordinance exception will be available for commercial grinding and for when logs may be loaded and unloaded on the Island. At its January 7, and March 4, 2019 meetings the Intergovernmental-Public Safety Committee received a brief from staff concerning the proposed ordinance amendment and took public comment regarding the effects of the amendment.

The changes include:

1. The amendment will grant a noise ordinance exception for non-commercial persons and machinery engaged in landscape maintenance, to include grinding and chipping, at the location where vegetative debris was generated during the daytime (7:00 am until 10:00 pm) Monday- Sunday;
2. The amendment will grant a noise ordinance exception for commercial persons and machinery engaged in landscape maintenance, to include grinding and chipping, at the location where vegetative debris was generated during the hours between 7:00 am until 6:00 pm Monday- Saturday;
3. The amendment will grant a noise ordinance exception for non-commercial persons and machinery engaged in landscape maintenance, to include grinding and chipping, at a location other than where the vegetative debris was generated during the daytime (7:00 am until 10:00 pm) Monday- Saturday;
4. The amendment will grant a noise ordinance exception for commercial persons and machinery engaged in landscape maintenance, to include grinding and chipping, at a location other than where the vegetative debris was generated

- during the hours between 9:00 am until 4:00 pm Monday- Friday, excluding State and Federal holidays; and
5. The amendment will grant a noise ordinance exception for commercial persons and machinery engaged in loading or unloading tree trunks or branches between the hours of 9:00 am until 5:30 pm Monday- Friday, excluding State and Federal holidays; and
  6. The amendment will grant a noise ordinance exception for non-commercial persons and machinery engaged in loading or unloading tree trunks or branches during the daytime (7:00 am – 10:00 pm) Monday through Saturday.

**Background:** In the past few years there has been an increasing number of noise complaints related to the loading and unloading of logs and the grinding of logs and tree stumps on the Island. Several complaints over the recent past have elevated the awareness of the Town staff, elected officials, and citizens to the loud noises caused by the grinding of tree stumps and the loading and unloading of logs and tree stumps on the Island. The complaints related to the noise often occurs during the evening and early morning hours and on weekends, which causes concern for the health, safety, and welfare of the Town's citizens and visitors. This amendment to the Noise Control Ordinance is an endeavor to lessen the impact of the excess noise on the residents and visitors by limiting the time period for which an exception is granted for this type of activity within the Town.



**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND**

**ORDINANCE NO. 2018-**

**PROPOSED ORDINANCE NO. 2018-14**

**AN ORDINANCE TO AMEND TITLE 17 (NOISE CONTROL) OF THE MUNICIPAL CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA BY AMENDING SECTIONS 17-4-113 AND 115; AND PROVIDE FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Hilton Head Island, South Carolina previously adopted Ordinance 85-10, Chapter 4 of Title 17 entitled “Noise Control” on May 20, 1985; and

**WHEREAS**, the Town Council finds that excessive noise degrades the quality of life on Hilton Head Island; and

**WHEREAS**, the Town Council finds that excessive noise arises from a variety of industrial, recreational, commercial and personal activities; and

**WHEREAS**, the Town Council finds that residents and visitors of and to Hilton Head Island have a right to an environment free from excessive noise which may jeopardize their health, safety, and welfare and which may degrade the quality of life; and

**WHEREAS**, the Town Council finds that it is in the best interests of Island residents and visitors to amend certain sections of the Town’s Noise Control Ordinance; and

**WHEREAS**, the Town Council now desires to amend various sections of Chapter 4 of Title 17 for the purpose of providing for the health, safety, and welfare of the residents and visitors of the Town.

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

**NOTE:** Underlined and bold-face typed portions indicate additions to the Municipal Code. ~~Stricken~~ portions indicate deletions to the Municipal Code.

**Section 1.** **Amendment.** That Chapter 1 of Title 9 (PUBLIC NUISANCE) of the Municipal Code of the Town of Hilton Head Island, South Carolina, is hereby amended as follows:

**Chapter 4 NOISE CONTROL**

**Sec. 17-4-113. Definitions**

The following definitions apply to the provisions of this chapter:

*A-weighted sound level.* The sound pressure level in decibels (dB) as measured on a sound level meter using the A-weighting network.

*Alarm.* Any device designed and intended to produce a sound signal as a method of providing a warning.

*Ambient noise.* The total of all sound normally associated with a particular location or environmental surrounding.

**Chipping. The reduction of vegetative materials in size or volume into materials such as but not limited to mulch or chips.**

*Daytime.* That portion of each day beginning at 7:00 a.m. and ending at 10:00 p.m.

*Decibel, also dB.* A unit for measuring the relative intensity of a sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure of the sound measures to the reference pressure, which is twenty (20) micropascals (twenty (20) micronewtons per square meter). In terms of human perception of continuous sound, a three (3) dB change is clearly perceptible, and a ten (10) dB change is perceived as a doubling or halving of loudness.

*Emergency vehicle.* Any ambulance, rescue vehicle, fire truck or police vehicle operated by the police department, highway patrol, any authorized emergency rescue service or the fire department, when operated in the performance of their official duty.

*Emitter.* Any person, group of persons, amplifier, horn, machine, animal, musical instrument, vehicle, radio, television, phonograph or any other thing which produces sound and the person having dominion, custody or control over any such thing.

*Excessively loud sound.* Any sound which, in light of the surrounding circumstances, including the normal level of ambient noise, is unreasonably loud, or which would annoy or disturb a person of reasonable sensibilities.

*Frequency.* One of the identifying characteristics of sound. The number of cycles per second imparted into the air by a vibrating body.

**Grinding. The reduction of vegetative materials in size or volume into materials such as but not limited to mulch or chips.**

*Impulsive sound.* Sound of short duration, with an abrupt onset and rapid decay, characterized by sound meter reading changes at a rate greater than ten (10) dBA within a five (5) second interval.

*Nighttime.* That portion of each day beginning at 10:01 p.m. and ending at 6:59 a.m.

*Noise.* Any excessively loud sound; any sound level in excess of the standards contained in this chapter; any sound which endangers, injures or interferes with the physical well-being or the safety of human beings or animals; or any sound which threatens to cause actual, physical harm to personal or real property, or which causes actual, physical harm to personal or real property.

*Sound.* An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. "Sound" as defined herein may include any characteristic of sound, including, but not limited to, duration, pitch, frequency, intensity and loudness.

*Sound level.* The weighted sound pressure level obtained by the use of a Type 1 or Type 2 sound level meter and frequency weighting network such as A, B or C as specified in the current American National Standards Institute specifications for sound level meters (currently: ANSI

S1.4-1983). If the frequency weighting to be employed is not indicated in any provision hereof, the A-weighting shall apply.

*Sound level meter.* An instrument which includes a microphone, amplifier, RMS detector, integrator or time averages, output meter and weighting network used to measure sound pressure levels.

*Sound pressure.* The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by sound energy.

*Sound pressure level.* Twenty (20) times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micropascals ( $20 \times 10^{-6} \text{ N/m}^2$ ). The sound pressure level is expressed in decibels.

### **Section. 17-4-115. Exceptions.**

- (a) The provisions of this chapter shall not apply to:
- (1) The sounding of an alarm, or the utilization of a siren or other emission of sound for the purpose of alerting persons to the existence of an emergency or the approach of an emergency vehicle;
  - (2) Sound produced by an aircraft approaching, landing at, taking off from or utilizing the taxiways or runways of the Hilton Head Airport;
  - (3) Sound produced by a vehicle (not including sound produced by an emitter within any such vehicle) while the vehicle is moving on a public right-of-way or public waterway, or is otherwise being lawfully operated;
  - (4) Sound produced by a governmental body in the performance of a governmental function; or
  - (5) Sound produced by church bells or chimes, whether produced by the striking of a church bell or chime, or a recording thereof.
  - (6) Sound produced by **non-commercial** persons and machinery engaged in landscape maintenance, cleanup, **grinding or chipping of tree trunks or branches**, or tree shaping or removal, **at the location where the vegetative material was generated**, during the daytime; **and sound produced by commercial persons and machinery engaged in landscape maintenance, cleanup, grinding or chipping of tree trunks or branches, or tree shaping or removal, at the location where the vegetative material was generated, between the hours of 7:00 am and 6:00 pm on Monday through Saturday.**
  - (7) Sound produced by persons and machinery engaged in the lawful and permitted construction, excavation, renovation or demolition of any structure, including the installation of utilities and paving, during the daytime.
  - (8) Sounds produced by parades or athletic events, and permitted fireworks.
  - (9) Sounds produced by maintenance or repair activity within boat yards, during the daytime.

- (10) Sounds produced by ~~the~~ commercial **persons and machinery engaged in** sawing or grinding of tree trunks, branches or other organic matter into mulch, **at a location other than where the vegetative material was generated (generated off site), during the daytime between the hours of 9:00 am and 4:00 pm on Monday through Friday, excluding Federal and State holidays;** and sounds produced by ~~the~~ non-commercial **persons and machinery engaged in** sawing or grinding of tree trunks, branches or other organic matter into mulch, **at a location other than where the vegetative material was generated (generated off site),** during the daytime on Monday through Saturday.
- (11) Sounds produced by golf course or tennis maintenance or watering equipment.
- (12) **Sounds produced by the commercial persons and machinery engaged in loading or unloading of tree trunks or branches between the hours of 9:00 am and 5:30 pm on Monday through Friday, excluding Federal and State holidays; and sounds produced by the non-commercial persons and machinery engaged in loading and unloading of tree trunks or branches, during the daytime on Monday through Saturday.**
- (b) Applications for a semi-annual permit for relief from the noise restrictions designated in this chapter on the basis of undue hardship may be made to the town manager or his duly authorized representative. The relief requested may be granted upon a good and sufficient showing:
- (1) That additional time is necessary for the applicant to alter or modify his activity or operation to comply with the provisions of this chapter;
  - (2) That the activity, operation or noise will be of temporary duration and cannot reasonably be done in a manner that would comply with this chapter; or
  - (3) That no reasonable alternative is available to the applicant.
- (c) The permit application shall be responded to conclusively within five (5) business days from the receipt of the application. If granted, the permit shall be in writing and contain all conditions upon which such permit is granted, including, but not limited to, the effective dates, and any time of day, location, sound pressure level or equipment limitation. The town manager or his duly authorized representative may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the community or the surrounding area.

**Section 2. Severability.** If any section, phrase, sentence or portion of this Ordinance is for any reason held to be 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 3. 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 TOWN COUNCIL OF THE  
TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA ON THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2019.**

\_\_\_\_\_  
**John McCann, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Krista Wiedmeyer, Town Clerk**

**First Reading:** \_\_\_\_\_

**Second Reading:** \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Curtis L. Coltrane, Town Attorney**

**Introduced by Council Member:** \_\_\_\_\_